



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, April 14, 2025 6:00 p.m.

D'SHAWN M. DOUGHTY
Council President

ANGELA M. BLAKE
Council Vice President

APRIL R. JACKSON
Councilwoman

MICHELE R. GREGORY
Councilwoman

SHARON C. DASHIELL
Councilwoman

CALL TO ORDER

WELCOME/ANNOUNCEMENTS/PLEDGE

INVOCATION – Pastor Richard Pope, Canvas Church

PRESENTATION AND ADOPTION OF THE LEGISLATIVE AGENDA

CONSENT AGENDA

- September 23, 2024 Legislative Session minutes
- October 7, 2024 Work Session minutes
- October 14, 2024 Legislative Session minutes
- **Resolution No. 3385** – appointing Abinesh Saravanan to the Sustainability Advisory Committee for term ending April 2028
- **Resolution No. 3386** – appointing Saraleigh Monroe to the Bicycle & Pedestrian Advisory Committee for term ending April 2028
- **Resolution No. 3387** – re-appointing Edwin Linderkamp to the Bicycle & Pedestrian Advisory Committee for term ending April 2028
- **Resolution No. 3388** – re-appointing Mandel Copeland to the Public Art Committee for term ending April 2028

AWARD OF BID

- ITB A-25-111 Salisbury Fire Department EMS Medical Supplies \$212,000.00 (4 yr est.)

PUBLIC HEARING

- **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

RESOLUTION

- **Resolution No. 3389** – appointing John Rankin to the Election Board for term ending April 2031
- **Resolution No. 3390** – to authorize the City Administrator and the Director of Procurement to act on behalf of the City in executing a contract for the supply of electricity

ORDINANCES

- **Ordinance No. 2928** – 2nd reading – approving a budget amendment to appropriate funds for the 2024 and 2025 Maryland Folk Festivals

PUBLIC COMMENTS

ADMINISTRATION COMMENTS

COUNCIL COMMENTS

ADJOURNMENT

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

Posted 04/11/25



**LEGISLATIVE SESSION
MEETING MINUTES
SEPTEMBER 23, 2024**

PUBLIC OFFICIALS PRESENT

Council President D'Shawn M. Doughty, Vice President Angela M. Blake, Councilwoman April R. Jackson, Councilwoman Sharon C. Dashiell, Mayor Randy Taylor

PUBLIC OFFICIALS ABSENT

Councilwoman Michele R. Gregory

STAFF IN ATTENDANCE

City Clerk Julie English, City Attorney Ashley Bosché

WELCOME/ANNOUNCEMENTS/PLEDGE TO THE FLAG

The City Council convened in Legislative Session on September 23, 2024 at 6:00 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street. After reviewing the emergency exit instructions, President Doughty asked everyone to stand for the Pledge of Allegiance.

INVOCATION

Pastor Greg Morris from the Parkway Church of God was called forward to provide the Invocation.

PRESENTATION AND ADOPTION OF THE AGENDA

President Doughty presented the meeting agenda and called for a motion and a second to approve the agenda as presented. Ms. Blake motioned and Ms. Dashiell seconded. The vote was 4-0 to approve the legislative agenda.

CONSENT AGENDA

President Doughty called for a motion and a second to approve the consent agenda. Ms. Jackson motioned and Ms. Dashiell seconded.

City Clerk Julie English presented the following items on the consent agenda:

- August 5, 2024 Work Session Minutes
- August 5, 2024 Closed Session #1 Minutes

The consent agenda was approved by council with a vote of 4-0.

PUBLIC HEARINGS – presented by Ashley Bosché

- **Charter Amendment Resolution No. 2024-1** – to amend SC1-1 of the City Charter to add that all references to the “City” or “Salisbury” in the City Charter and Municipal Code shall mean the “City of Salisbury,” a municipal corporation of the State of Maryland

Ms. Blake motioned and Ms. Dashiell seconded. President Doughty opened the public hearing at 6:08 p.m. Having no comments, the hearing was closed at 6:08 p.m.

The vote was 4-0 to approved Charter Amendment Resolution No. 2024-1.

- **Charter Amendment Resolution No. 2024-2** – to amend SC2-2 of the City Charter to further clarify the qualification requirements to run for Council and maintain a seat on Council

Ms. Blake motioned and Ms. Dashiell seconded. President Doughty opened the public hearing at 6:10 p.m. Having no comments, the public hearing closed at 6:10 p.m.

The vote was 4-0 to approve Charter Amendment Resolution No. 2024-2.

- **Charter Amendment Resolution No. 2024-3** to amend SC3-2 of the City Charter to further clarify the qualification requirements to run for the Office of Mayor

Ms. Jackson motioned and Ms. Dashiell seconded. President Doughty opened the Public Hearing at 6:11pm. The Mayor requested clarification on the difference between “registered” and “qualified.” Ms. Bosché explained the difference. Having no further comments, the hearing was closed at 6:12 p.m.

The vote was 4-0 to approve Charter Amendment Resolution No. 2024-3

- **Charter Amendment Resolution No. 2024-4** – to amend Section 6 of the City Charter entitled “Elections” to amend SC6-6 governing nominations and SC6-9 governing the election of the Mayor and Council and adding sections providing the requirements for

Write- in Campaigns and Certificated of Withdrawal

Ms. Blake motioned and Ms. Jackson seconded. President Doughty opened the Public Hearing at 6:15 p.m. One individual was sworn in providing the following comment.

He commented on how the wording may be intimidating and that it may prevent individuals from participating in government. They wondered if there may be a simpler, less intimidating approach without losing the documents effectiveness. Having no further comments, the hearing was closed at 6:17 p.m.

The vote was 4-0 to approve Charter Amendment Resolution No. 2024-4

ORDINANCE – presented by City Attorney Ashley Bosché

- **Ordinance No. 2889** – 2nd reading – amending Chapter 1.08 of the Salisbury City Code, entitled “Election Board,” to adopt recommendations made by the City of Salisbury Election Board regarding the application for Mail-in Ballots and the canvassing of ballots

Ordinance No. 2889 was approved for second reading on a motion by Ms. Jackson and a second by Ms. Dashiell. The vote was 4-0 in favor.

- **Ordinance No. 2890** - 2nd reading – amending Chapter 1.12 of the Salisbury City Code, entitled “City Election Campaign Advertising and Finance”

Ordinance No. 2890 was approved for second reading with a motion and second by Ms. Jackson and Ms. Dashiell, respectively. The vote was 4-0 in favor.

- **Ordinance No. 2891**- 1st reading – authorizing the Mayor to enter into a contract with the Maryland State Arts Council for the purpose of accepting grant funds in the amount of \$41,002 and to approve a budget amendment to the Grant Fund to appropriate these funds for expenses associated with the Maryland Fold Festival

Ms. Blake motioned and Ms. Jackson seconded, and the vote was 4-0 to approve Ordinance No. 2891

PUBLIC COMMENTS

The following public comments were made:

- Speaker #1 was glad to see Ms. Jackson back after being out ill. He applauded Mayor Taylor for Mitchell Landing. He was not in favor of doubling the density.

ADMINISTRATION COMMENTS

Mayor Taylor stated the Maryland Folk Festival was a success. He appreciated the staff, volunteers and sponsors.

COUNCIL COMMENTS

Ms. Jackson was glad to be back. She shared the plans for a new pavilion in the Waterside Community Park and that more Park and Recreation Committee members and stakeholders were needed. Youth could participate with parental permission. She stated that the meetings were held on the second Thursday of each month at 6 p.m.

Ms. Dashiell mentioned the “Perpetual” sculpture dedication featuring rings that symbolize rebirth and how it was striking, especially at night. She added that she attended the State of the University Address which focused on community involvement that was given by Salisbury University President Carolyn Lepre. Ms. Dashiell mentioned the Legislative Breakfast she attended, highlighted the need for public participation in lobbying for bills. She shared that Junior Achievement celebrated it’s 40th year and was looking for volunteers to help students with financial education.

Ms. Blake welcomed Ms. Jackson back. She noted that she was working with the City Clerk on updated Rules of Order. She asked those healthy enough to please donate blood and plasma and consider being an organ donor.

President Doughty stated that once the Rules of Order were ready, they would be presented to the public for review. He shared that he had also been working with the City Clerk to make changes to the public comment process. He gave a shout out to the City Clerk for reaching the goal of getting the agenda packets out by the deadline. He shared about attending the Folk Festival and the inauguration for Dr. Deb Casey. He advocated for the upcoming neighborhood walk. He added that the Night Watch Childcare LLC was moving from Riverside Drive to Phillip Morris Drive.

ADJOURNMENT

With no further business to discuss, the Legislative Session adjourned at 6:39 p.m.

City Clerk

Council President



**CLOSED SESSION
MEETING SUMMARY
SEPTEMBER 9, 2024**

PUBLIC OFFICIALS PRESENT

Council President D'Shawn M. Doughty, Vice President Angela M. Blake, Councilwoman April R. Jackson, Councilwoman Michele R. Gregory, Councilwoman Sharon C. Dashiell, Mayor Randy Taylor

STAFF IN ATTENDANCE

City Administrator Andy Kitzrow, City Clerk Julie English, City Attorney Ashley Bosché, City Attorney Heather Konyar

Following the adjournment of the Legislative Session, the City Council convened in a Closed Session on September 9, 2024 at 8:04 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street. The Closed Session was to consult with counsel to obtain legal advice on a legal matter and to consult with staff, consultants, or other individuals about pending or potential litigation as authorized by the State Government Article, § 3-305(b)(7) and (8). The topic of discussion was for council to receive an update and legal advice on the PFAS lawsuit.

City Attorney Heather Konyar, and PFAS Attorney Carla Burke Pickrel, with Baron & Budd, P.C., provided an update to the council regarding the PFAS lawsuits. An explanation was given as to what PFAS was and where it could be found. The main concerns of PFAS were shared, along with the deadlines that were set by the court.

Counsel provided a recommendation to council and unanimous consensus was received from the council to continue moving forward.

At 8:23 p.m. Ms. Jackson moved, Ms. Gregory seconded and the vote was unanimous to adjourn the Closed Session. Council immediately returned to open session and President Doughty reported that Council had met in Closed Session to consult with counsel to obtain legal advice on a legal matter and to consult with staff, consultants, or other individuals about pending or potential litigation as authorized by State Government Article § 3-305(b)(7) and (8). The open session adjourned at 8:24 p.m.



**WORK SESSION
MEETING MINUTES
OCTOBER 7, 2024**

PUBLIC OFFICIALS PRESENT

Council President D'Shawn M. Doughty, Council Vice President Angela M. Blake, Councilwoman April R. Jackson, Councilwoman Sharon C. Dashiell, Mayor Randy Taylor

PUBLIC OFFICIALS ABSENT

Councilwoman Michele R. Gregory

STAFF IN ATTENDANCE

City Administrator Andy Kitzrow, Fire Chief Rob Frampton, Deputy Chief Chris O'Barsky, Assistant Chief of EMS Chris Truitt, Police Chief Dave Meienschein, Colonel Howard Drewer, Captain John Felts, Arts, Business & Culture Director Allen Swiger, Infrastructure and Development Director Nick Voitiuc, City Clerk Julie English, Deputy City Clerk Hannah Long, City Attorney Ashley Bosché

WELCOME/ANNOUNCEMENTS

The City Council convened in a Work Session on October 7, 2024 at 4:30 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street. President Doughty started by introducing the New Deputy City Clerk, Hannah Long and asked for prayers for Councilwoman Gregory and her son who was ill. After reviewing the emergency exit instructions, President Doughty turned it over to Fire Chief Rob Frampton.

PRESENTATIONS

S.W.I.F.T. Presentation- Mobile Integrated Health Advisory Council

Kat Rodgers and Chief Frampton, Co-Chairs for the Mobile Integrated Health Advisory Council, gave an explanation of what the S.W.I.F.T team was, what they do in our community. Chief Frampton explained that the team was made up of 20 individuals between the Fire Department and Tidal Health. Ms. Rodgers gave a brief background about how S.W.I.F.T. got started. She shared success stories and Chief Frampton talked about S.W.I.F.T. 2.0 and the direction they were wanting to take. The goal of the program was to decrease emergency room visits, which

would also decrease the number of EMS units having to respond to the calls. Chief Frampton reviewed accomplishments of the S.W.I.F.T team. Grant funding had been keeping the program going but those costs were being absorbed. Ms. Rodgers concluded that they would like to expand their services to include behavioral health and to gain financial sustainability.

President Doughty thanked them for highlighting what S.W.I.F.T was doing in the community and then asked what they were doing to work with the vulnerable population. Ms. Rodgers responded that they had several different connections. They have been using video and audio interpretation to fill the language barrier gap and if it was a scheduled visit, they could take an interpreter with them.

Ms. Dashiell asked if the number of patients they served had gone up and how patients of the program became “inactive”. Ms. Rodgers explained that no one was discharged from the program, only their status changed; active or inactive. Ms. Dashiell also asked if they were serving the city and the county. Chief Frampton confirmed that they served both.

Mayor Taylor asked if EMS was assessing patients on the way to the hospital to see if they actually needed hospital care or if they could be seen by S.W.I.F.T. Chief Frampton responded that the program ran Monday through Friday from 8:00am-4:30pm. Any calls outside of those hours would be taken to the hospital. If an EMS call came in during operating hours and the patient did not need hospital care, the S.W.I.F.T. team would be called in to assist them. Chief Frampton explained that the Program Coordinator reviewed records to verify whether those who were seen in the emergency room overnight had a valid reason. He also mentioned that there was a tracking mechanism in their medical reporting that flagged the Program Coordinator so he/she could follow up with the patient.

Ms. Jackson asked if they saw an increase or decrease for the need of the program. Ms. Rodgers stated that there was an increased need due to the of lack of housing and transportation, the complexity of needs including aging population and the poor population. Chief Frampton stated that the program was very successful but services were limited because of the number of staff. Ms. Rodgers concluded that she would love to see this expand to 24 hours a day and 7 days a week.

There were no public comments.

Hometown Heroes Banner Update- presented by City Administrator Andy Kitzrow

Mr. Kitzrow reported that a meeting was held with stakeholders, including representatives from the county and the city, to discuss the Hometown Hero’s project. The group was in favor of moving the project forward with Eastern Shore Drive serving as the location for the banners. A total of thirty poles would be used to display two, double-sided banners, allowing for 60 heroes to be honored. The project would begin with Eastern Shore Drive, and depending on interest, there could be an expansion in the future. Mr. Kitzrow mentioned that they were collaborating with Nicole Bozman, who was heading up the Delmar Hometown Hero’s Banner Program. The goal was to have the banners ready by Veterans Day 2024, with the banners displayed from

Memorial Day to Veterans Day each year. The city would cover the costs of installation, labor, and hardware for the poles, while individuals interested in participating would purchase their banners. All the details were still being worked out.

Ms. Jackson expressed concerns about not being involved in the process, but after a discussion with Mr. Kitzrow, it was agreed that she would be included moving forward. President Doughty commended Ms. Jackson's work with veterans and acknowledged her involvement in the project.

Public comment on this topic was as follows:

- Speaker #1 invited Council, Administration, and veterans to the Veterans Roundtable Luncheon to discuss how veterans could be better supported.

Ordinance to approve a budget amendment of the FY2025 General Fund Budget to appropriate funds to the Salisbury Fire Department's Operating Budget

Assistant Chief Truitt presented an ordinance requesting approval for the reallocation of \$17,000 from the sale of radios to be used for a fire pump repair.

Having no council or public comments, Council reached unanimous consensus to move this ordinance forward to Legislative Session.

Ordinance to approve a budget amendment of the FY25 General Fund Budget to appropriate funds received from the Blue Heron Agility Association of Delaware in the amount of \$4,000

Chief Meienschein, along with the Command staff, presented an ordinance to Council requesting approval to accept funds to purchase Hot-N-Pop devices for the K9 vehicles.

There were no council or public comments. Council reached unanimous consensus to move this forward to Legislative Session.

Ordinance to amend chapter 10.04.040, entitles "Enforcement Officers", of the Salisbury City Code to clarify which city personnel are authorized to act as enforcement officers

Chief Meienschein and his Command staff presented an ordinance to Council requesting approval to amend the city code. The amendment would allow designated staff, outside of the police department, to enforce parking regulations.

President Doughty asked if training would be provided to the additional staff. Colonel Drewer confirmed that training had been scheduled. He added that they would could enforce anything other than the parking metered spots. After being asked to come forward, Chief Frampton echoed what had already been stated.

Having no public comments, Council reached unanimous consensus to move the legislation forward to Legislative Session.

Ordinance to add new fees for FY2025 and thereafter unless and until subsequently revised or changed

An ordinance was introduced to Council by Mr. Swiger, requesting approval to transfer the responsibility of collecting fees from the Zoo Commission to the Zoo. Additionally, Mr. Voitiuc shared new fees related to the Comprehensive Plan process and stormwater reviews.

Council prompted a discussion on the uses of Unity Square and whether additional fees should be implemented. Mr. Swiger explained that there were processes in place for the other parks, however Unity Square was too new to have one yet. It was suggested that further discussion and evaluation of the current schedule take place in a year.

There were no public comments. Council reached unanimous consensus to move this forward to Legislative Session.

Ordinance to approve a budget amendment of the FY2025 General Fund Budget and Parking Fund Budget and authorizing the Mayor to amend the authorized positions included in the FY25 General Fund Budget and Parking Fund Budget

Mr. Kitzrow presented the above ordinance, requesting Council's approval to modify 16 positions across several departments within the city.

Having no council or public comments, Council reached a unanimous consensus to move this forward to Legislative Session.

ADMINISTRATION UPDATES/COMMENTS

Mr. Kitzrow acknowledged events happening at the Zoo for Halloween. He added that October was the busiest month for the Arts, Business, and Culture team. He gave a shout out to all the city staff members and volunteers that made the Maryland Folk Festival a success.

Mayor Taylor let everyone know about the Beer Festival happening at Pemberton Park.

COUNCIL COMMENTS

In light of the littering issue, Ms. Blake proposed that the city partner with other agencies or do a citywide cleanup day. As always, she encouraged donating blood and plasma, in addition to becoming an organ donor.

Ms. Jackson requested the statistics of who was being hired in the city. She wanted the number of people of color applying for jobs within the city and why they were not getting the jobs. She

then thanked the VFW and American Legion for coming out and supporting the Hometown Heroes Project. She invited everyone to come out to the VFW's trunk or treat.

Ms. Dashiell gave credit to the utilities crew that came out so quickly to repair the sinkhole on College Ave. She requested more info on TIF's. She also encouraged everyone to get a flu shot.

President Doughty began with an incident that occurred in Salisbury involving police officers. He emphasized that conversations were happening and he thanked everyone for holding the city accountable. He highlighted that it was National Breast Cancer Awareness Month, National ADHD Awareness Month, National Down Syndrome Awareness Month, National Physical Therapy Awareness Month, Sudden Infant Death Syndrome Awareness Month, and that National Depression Screening Day was October 7th and October 10th was World Mental Health Day.

ADJOURNMENT

With no further business to discuss, the Work Session adjourned at 5:46 p.m.

City Clerk

Council President



**LEGISLATIVE SESSION
MEETING MINUTES
OCTOBER 14, 2024**

PUBLIC OFFICIALS PRESENT

Council President D'Shawn M. Doughty, Vice President Angela M. Blake, Councilwoman April R. Jackson (Zoom), Councilwoman Sharon C. Dashiell, Mayor Randy Taylor

PUBLIC OFFICIALS ABSENT

Councilwoman Michele R. Gregory

STAFF IN ATTENDANCE

City Administrator Andy Kitzrow, Procurement Director Jennifer Miller, City Clerk Julie English, City Attorney Ashley Bosché

WELCOME/ANNOUNCEMENTS/PLEDGE TO THE FLAG

The City Council convened in Legislative Session on October 14, 2024 at 6:00 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street. After reviewing the emergency exit instructions, President Doughty asked everyone to stand for the Pledge of Allegiance.

INVOCATION

Pastor Greg Morris from the Parkway Church of God was called forward to provide the Invocation.

PROCLAMATIONS

Mayor Taylor and Council President D'Shawn Doughty presented proclamations for Fire Prevention Month.

Mayor Taylor presented a proclamation for National Code Compliance Month.

PRESENTATION AND ADOPTION OF THE AGENDA

President Doughty presented the meeting agenda and called for a motion and a second to approve the agenda as presented. Ms. Jackson motioned and Ms. Dashiell seconded. The vote was 4-0 to approve the legislative agenda.

President Doughty entertained a motion to amend the legislative agenda to strike Resolution No. 3366. Ms. Dashiell motioned and Ms. Blake seconded. The vote was 4-0.

CONSENT AGENDA

President Doughty entertained a motion to approve the consent agenda. Ms. Dashiell motioned and Ms. Blake seconded.

Ms. English presented the following item on the consent agenda:

- **Resolution 3367** – to appoint Juan Zelaya to the Humans Rights Advisory Committee for term ending October 2026

The consent agenda was approved by council with a vote of 4-0.

AWARD OF BIDS

President Doughty entertained a motion and a second to approve the Award of Bids and Declaration of Surplus. Ms. Blake motioned and Ms. Dashiell seconded.

Ms. Miller presented the following items for the Award of Bids:

- ITB 25-105 Dump Truck w/ Front Plow and Spreader \$323,482.00
- ITB A-25-103 Citywide Concrete Placement and Repair \$283,840.00
- ITB A-25-109 Automated Speed Enforcement System \$251,928.00 (1 year. est.)
- RFP A-25-105 Capital Lease Master Agreement \$114,936.07 (7-year interest)
- RFP A-25-120 Genie Boom Lift \$106,946

DECLARATION OF SURPLUS

Ms. Miller presented the following items for the Declaration of Surplus:

- Salisbury Fire Department – Extrication equipment and boat motor
- Salisbury Police Department – 9 vehicles; handguns and ammunition
- Department of Waterworks- 2004 Modular Office Trailer

Council had no questions. The vote was 4-0 in favor.

PUBLIC HEARING

- 88
- 89 • **Ordinance No. 2881** – 2nd reading – to authorize the operation of a cannabis dispensary at
- 90 733 South Salisbury Boulevard in the General Commercial District as required by Section
- 91 17.36.040 of the Salisbury Municipal Code
- 92

93 President Doughty asked for a motion and second for Ordinance No. 2881. Ms. Blake motioned

94 and Ms. Dashiell seconded.

95

96 Ms. Bosché presented the ordinance.

97

98 President Doughty directed anyone wishing to comment during the public hearing to stand and

99 be sworn in by the City Clerk. No members of the public were sworn in.

100

101 President Doughty opened the public hearing at 6:31 p.m. Having no public comments on the

102 ordinance, the public hearing was closed at 6:31 p.m.

103

104 The vote was 4-0 to approve Ordinance No. 2881 for second reading.

105

106 **ORDINANCES**

107

- 108 • **Ordinance No. 2891** - 2nd reading – authorizing the Mayor to enter into a contract with
- 109 the Maryland State Arts Council for the purpose of accepting grant funds in the amount
- 110 of \$41,002 and to approve a budget amendment to the Grant Fund to appropriate these
- 111 funds for expenses associated with the Maryland Folk Festival
- 112

113 Ms. Blake motioned and Ms. Jackson seconded, and the vote was 4-0 to approve

114 Ordinance No. 2891 for second reading.

115

- 116 • **Ordinance No. 2892**- 1st reading – approving a budget amendment of the FY2025
- 117 General Fund Budget to appropriate funds to the Salisbury Fire Department’s Operating
- 118 Budget
- 119

120 Ms. Dashiell motioned and Ms. Blake seconded, and the vote was 4-0 to approve

121 Ordinance No. 2892 for first reading.

122

- 123 • **Ordinance No. 2893**- 1st reading – to add new fees to the FY 2025 and thereafter unless
- 124 and until subsequently revised or changed
- 125

126 Ms. Dashiell motioned and Ms. Blake seconded, and the vote was 4-0 to approve

127 Ordinance No. 2893 for first reading.

128

- 129 • **Ordinance No. 2894**- 1st reading – approving a budget amendment of the FY2025
- 130 General Fund Budget and Parking Fund Budget and authorizing the Mayor to amend the
- 131 authorized positions included in the FY25 General Fund Budget and Parking Fund Budget

Ms. Jackson motioned and Ms. Dashiell seconded, and the vote was 4-0 to approve Ordinance No. 2894 for first reading.

- **Ordinance No. 2895**- 1st reading – amending Subchapter 10.04.040, entitled “Enforcement Officers”, of the Salisbury City Code to clarify which city personnel are authorized to act as enforcement officers

Ms. Jackson motioned and Ms. Dashiell seconded, and the vote was 4-0 to approve Ordinance No. 2895 for first reading.

- **Ordinance No. 2896**- to approve a budget amendment of the FY25 General Fund Budget to appropriate funds received from the Blue Heron Agility Association of Delaware in the amount of \$4,000

Ms. Jackson motioned and Ms. Dashiell seconded, and the vote was 4-0 to approve Ordinance No. 2896 for first reading.

PUBLIC COMMENTS

The following public comments were made:

- Speaker #1 spoke on an incident that happened outside of the library. She hoped the city would install railing around the Riverwalk to prevent further accidents.
- Speaker #2 was concerned about the fees and the potential closing of the park for an extended amount of time due to Ordinance No. 2893. He did not agree with the comparison between Sussex County and Wicomico County in the Greater Salisbury Committee Housing Task Force Report. He felt the city needed more affordable housing.
- Speaker #3 echoed Speaker #1’s comments. She stated that Anne Street Village was a two-year transitional solution but was not a long-term solution for the homeless population. She agreed that the city needed affordable housing for these individuals.
- Speaker #4 believed that new development would bring more parking issues and she hoped they would reconsider the development in the parking lots across from her business.
- Speaker #5 supported the library moving to the space previously occupied by the Ward Museum but added that the public should have a say in what happens to the public library.

ADMINISTRATION COMMENTS

Mr. Kitzrow thanked the first responders who reported to the accident by the Riverwalk. He agreed that the city could do more to better serve our homeless community. He acknowledged

the open house held earlier in the evening at the Truitt Street Community Center, which was hosted by the Boys and Girls Club. He advertised for 3rd Friday, Halloween Happenings at the zoo, and the Wild Vibes Festival.

Mayor Taylor gave a shout out to Rachel Manning, George Wilkerson, and Tom Stevenson regarding the Truitt Community Center. He mentioned the wash out on Isabella Street and thanked the Infrastructure and Development Director Nick Voitiuc and the Field Operations team for getting the road restored quickly. He advertised that he and President Doughty would be partaking in a fundraiser for Women Supporting Women at the upcoming 3rd Friday event.

COUNCIL COMMENTS

Ms. Jackson reminded everyone that Covid was still going around. She encouraged everyone to attend the Trunk or Treat event at the VFW in her district. She also advertised a senior event in December that the Salisbury Advisory hosts. She encouraged everyone to attend and support their efforts.

Ms. Dashiell encouraged everyone to go to YouTube and watch Pac 14's Year in Review. She added that they had their upcoming 25th Anniversary Celebration and encouraged people to attend. She attended Salisbury University's groundbreaking for Blackwell Hall as well as the groundbreaking at the Salisbury Airport for the extension of their runway.

Ms. Blake asked that someone go out in the next week to assess the Riverwalk area. As always, she encouraged everyone to donate blood and plasma, and to become an organ donor.

President Doughty reiterated that the Riverwalk area needed to be revisited. He also mentioned an incident that occurred earlier in the day where a pedestrian got struck and encouraged everyone when talking about bike lanes to be mindful about their thoughts and words. He mentioned he would be participating in the Women Supporting Women Fundraiser event at 3rd Friday and encouraged everyone to come out. Lastly, he reminded everyone that there would not be a meeting on October 28th.

ADJOURNMENT

With no further business to discuss, the Legislative Session adjourned at 6:39 p.m.

City Clerk

Council President



City of Salisbury

MEMORANDUM

TO: Mayor Randy Taylor

FROM: Jessie Turner

SUBJECT: Appointment

DATE: April 10, 2025

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

<u>Name</u>	<u>Term Ending</u>
Abinesh Saravanan	April 2028

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

Attachments

- 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

<u>Name</u>	<u>Term Ending</u>
Abinеш Saravanan	April 2028

ATTEST:

D'Shawn M. Doughty
PRESIDENT, City Council

_____ day of _____, 2025

Randolph J. Taylor, Mayor



City of Salisbury

MEMORANDUM

TO: Mayor Randy Taylor

FROM: Jessie Turner

SUBJECT: Appointment Memo

DATE: April 10, 2025

The following person has applied for appointment to the Bicycle & Pedestrian Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Saraleigh Monroe	April 2028

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

Attachments



City of Salisbury

MEMORANDUM

TO: Mayor Randy Taylor

FROM: Jessie Turner

SUBJECT: Re-Appointment Memo

DATE: April 10, 2025

The following person has applied for re-appointment to the Bicycle & Pedestrian Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Edwin Linderkamp	April 2028

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

Attachments



City of Salisbury

MEMORANDUM

TO: Mayor Randy Taylor

FROM: Jessie Turner

SUBJECT: Re-Appointment Memo

DATE: April 10, 2025

The following person has applied for re-appointment to the Public Art Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
G. Mandel Copeland	April 2028

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

Attachments

- 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

<u>Name</u>	<u>Term Ending</u>
G. Mandel Copeland	April 2028

ATTEST:

D'Shawn M. Doughty
PRESIDENT, City Council

_____ day of _____, 2025

Randolph J. Taylor, Mayor



COUNCIL AGENDA – Department of Procurement

April 14, 2025

Award of Bid

- | | |
|----------------------------------------------------------------|--------------------------|
| 1. ITB A-25-111 Salisbury Fire Department EMS Medical Supplies | \$212,000.00 (4 yr. est) |
|----------------------------------------------------------------|--------------------------|



MEMORANDUM

TO: Mayor and City Council

FROM: Jennifer Miller, Director of Procurement

SUBJECT: Award of Bid and/or Declaration of Surplus

DATE: April 14, 2025

The Department of Procurement seeks Award of Bid approval from the Salisbury City Council for the solicitation(s) as defined herein. The City followed required bidding practices as defined by the Salisbury Charter and the Municipal Code of Ordinances, and publicly posted the solicitations for the City's competitively bid procurements on the City of Salisbury's Procurement Portal, PlanetBids, and the State of Maryland's website, eMaryland Marketplace Advantage.

ITB A-25-111 Salisbury Fire Department EMS Medical Supplies


- Department: Salisbury Fire Department
- Scope of Work: Provide and deliver medical, health and safety, surgical, and first aid-related equipment, supplies, accessories, and services on an "as-needed" basis.
- Cooperative contract(s) & vendor information: RFP 22-42 Charles County Government
 - Contractor: Bound Tree Medical, LLC and Henry Schein, Inc.
 - Contract Effective Dates: July 1, 2022, through June 30, 2029 (to include all renewals)
- Cost: \$52,857.16 est. annual expenditure
- GL Account(s): 24035-546016 Medical
- Notes:
 - Purchasing authority per the City of Salisbury Charter § SC 16-3 (9) General Policy of Competitive Bidding, Exceptions, which states that competitive bidding is not necessary or appropriate in the following circumstance:
 - Contracts in which the City receives a contract price negotiated by the State, County, or other governmental entity pursuant to a valid contract.



City of Salisbury

Fire Department

Memo

To: Jennifer Miller, Director of Procurement
From: Rob Frampton, Fire Chief 
Date: 3/5/2025
Subject: Medical Supply Pricing Contract

The Fire Department purchases a substantial amount of medical supplies that are used by our clinicians on emergency medical calls. The department, along with the City, feel that it is financially prudent to establish contracted prices with vendors for these medical supplies. The department has reviewed the vendor pricing and contract (RFP 22-42) that is used by Charles County EMS, made some revisions, and feels that it aligns with the needs and current practices of the Salisbury Fire Department. The two vendors recommended in the award are Bound Tree and Henry Schein. Over the past 5 years, the department has spent an average of \$ 52,857.16 annually, on medical supplies. These items are purchased from account 24035-546016. If you need additional information, please do not hesitate to reach out to me.



CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services

Jacob Dyer
Acting Director

Phone | 301-645-0570
Fax | 301-645-0505
Email | DFS@CharlesCountyMD.gov

April 10, 2024

Steve Gruenwald, Account Manager

"SENT VIA EMAIL"

Bound Tree Medical, LLC.

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: submitbids@boundtree.com; christopher.fyffe@boundtree.com; steven.grunewald@boundtree.com

Re: RFP 22-42, Medical Supplies
Contract Renewal

Dear Mr. Gruenwald:

This notice is to inform you that your contract to provide Medical Supplies for Charles County Government is being renewed. The renewal will extend the term for one (1) year resulting in a new term of July 1, 2024 through June 30, 2025. This is the 2nd of six (6) additional one-year renewals, which may be granted at the sole option of the County, in accordance with the RFP.

Please keep a valid Certificate of Insurance on file with Purchasing in accordance with the subject RFP during the performance period of this renewal. Certificates must name The County Commissioners of Charles County as an additional named insured, reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period.

Please sign one copy and return to this office by email to PurRecep@CharlesCountyMD.gov and keep one copy for your files. If you are not authorized to sign on behalf of your organization please forward to the individual that is authorized to sign.

The County appreciates the service you have provided during the course of this Contract and looks forward to a continued amicable relationship. Feel free to contact me at ReeseS@CharlesCountyMD.gov should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Shanna Reese".

Shanna Reese
Chief of Purchasing



CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services

Jacob Dyer
Acting Director

Phone | 301-645-0570
Fax | 301-645-0505
Email | DFS@CharlesCountyMD.gov

April 10, 2024

Julia Strange

"SENT VIA EMAIL"

Henry Schein, Inc.

135 Duryea Rd.

Melville, NY 11747

Email: EMSbids@henryschein.com

Re: RFP 22-42, Medical Supplies
Contract Renewal

Dear Ms. Strange:

This notice is to inform you that your contract to Medical Supplies for Charles County Government is being renewed. The renewal will extend the term for one (1) year resulting in a new term of July 1, 2024 through June 30, 2025. This is the 2nd of six (6) additional one-year renewals, which may be granted at the sole option of the County, in accordance with the RFP.

Please keep a valid Certificate of Insurance on file with Purchasing in accordance with the subject RFP during the performance period of this renewal. *Certificates must name The County Commissioners of Charles County as an additional named insured, reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period.*

Please sign one copy and return to this office by email to PurRecep@CharlesCountyMD.gov and keep one copy for your files. If you are not authorized to sign on behalf of your organization please forward to the individual that is authorized to sign.

The County appreciates the service you have provided during the course of this Contract and looks forward to a continued amicable relationship. Feel free to contact me at ReeseS@CharlesCountyMD.gov should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Shanna Reese".

Shanna Reese
Chief of Purchasing



City of Salisbury

To: Andy Kitzrow, City Administrator
From: Nicholas Voitiuc, Director
Date: March 14, 2025
Re: Second Reading of 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, April 14, 2025, for the public hearing and second 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
RESOLUTION NO. 3382

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

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

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

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

40 **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this
41 Resolution, providing for the City of Salisbury’s annexation of the Property as set forth herein, shall be and
42 hereby is scheduled for April 14, 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 April 14, 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.

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

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

THIS RESOLUTION was introduced, read and passed at the regular meeting of the Council of the City of Salisbury held on the 10 day of March, 2025, having been duly published as required by law in the meantime a public hearing was held on the 14 day of April, 2025 at 6:00 p.m., and was finally passed by the Council at its regular meeting held on the 14 day of April, 2025.

Julie A. English,
City Clerk

D'Shawn M. Doughty,
Council President

APPROVED BY ME this ____ day of _____, 2025.

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", is written over the printed name.

Dwight Ellis
Project Manager
Safford Auto Group

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

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

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

Map # 29

SIGNATURE (S)

Edward F. Taylor
EDWARD F. TAYLOR

11/1/2021
Date

Printed

Date

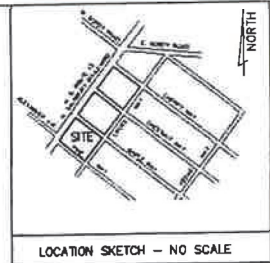
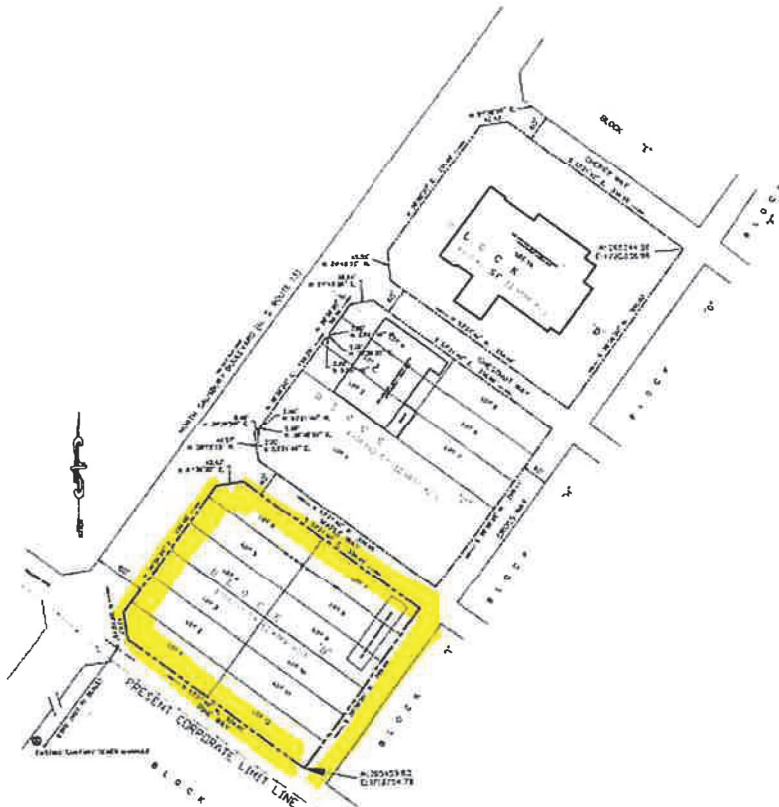
Printed

Date

Printed

Date

Printed



GENERAL NOTES

HORIZONTAL DATUM/COORDINATES REFLECT 83/81 MD ZONE
 IT IS THE OWNER'S INTENT TO ANNEXY ALL LOTS IN BLOCK 7 OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REG. 217/78) LESS ANY AND ALL LANDS CONVEYED TO THE MD STATE HIGHWAY ADMINISTRATION AND THE STATE ROAD COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SALISBURY BOULEVARD)

ANNEXATION PLAT OF BLOCK 7
MAPLE PLAINS
 N. SALISBURY BOULEVARD - SALISBURY MARYLAND
 FOR

GRAMM SALISBURY PROPERTIES LLC

PROPOSED ANNEXATION				BRIAN M. DENNIS	
SCALE	1" = 100'	DATE	1 NOVEMBER 2021	LAND SURVEYOR & SITE PLANNING	
DEED REF.	1558/18 & 9	SUBD.	MAPLE PLAINS		
PLAT REF.	217/78	LOT	BLOCK 8	30318 2nd Road - Salisbury, MD 21864	
COUNTY	WICOMICO	DISTRICT	PARSONS RD.		
SEE MAP 25 PARCEL 17	JOHNS			Telephone 443-783-4881	
PLAN MAP NO.	2000000116	PLANNING ZONE			
PROJ. NO.	20-033-25	SURV. OR. NO.	19/24/114/70		



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

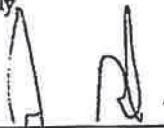
Dear Mr. Holland:

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 OWNER'S INTENT TO ANNEX ALL OF LOTS "B" OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REF. 217/19) LESS ANY AND ALL LANDS HEREIN SHOWN TO BE SUBJECT TO AN EASEMENT OR OTHER INTEREST IN THE RECORDS OF THE COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SALESBURY BOULEVARD).
3. ZONING: EXISTING WICOMICO COUNTY C-2 (GENERAL COMMERCIAL DISTRICT) PROPOSED CITY OF SALESBURY GC (GENERAL COMMERCIAL DISTRICT)

REVISED

ANNEXATION LINE TABLE		
LINE	BEARING	DISTANCE
1	N 35° 30' 00" E	9.80'
2	N 35° 30' 00" E	235.40'
3	N 35° 30' 00" E	42.43'
4	N 81° 30' 00" E	42.43'
5	N 35° 30' 00" E	334.00'
6	S 55° 30' 00" W	331.54'
7	S 35° 30' 00" W	335.17'
8	N 49° 30' 00" W	335.17'

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

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

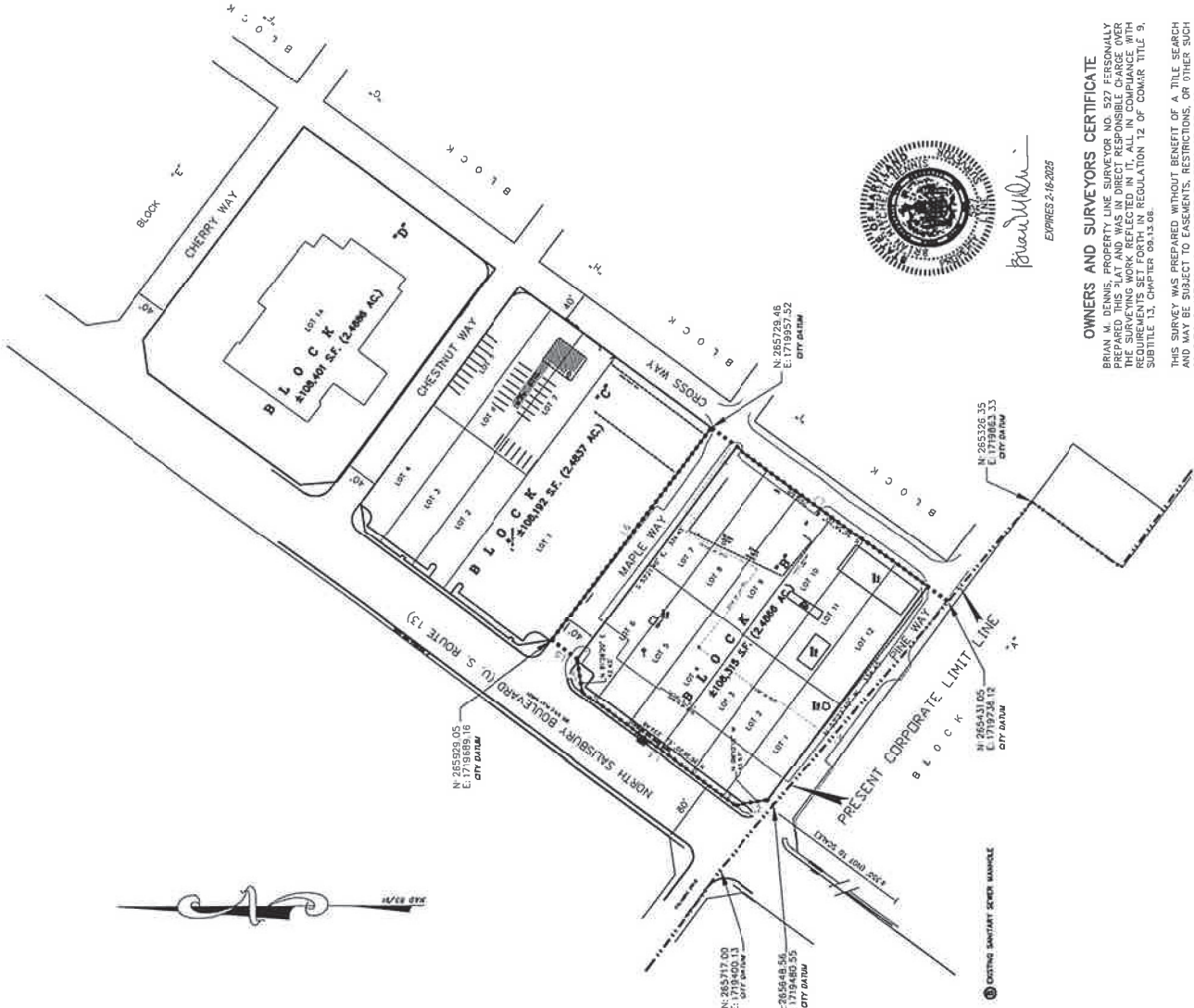
ZIONROADTWO LLC

PROPOSED ANNEXATION

BRIAN M. DENNIS

SCALE	1" = 100'	DATE	13 JUNE 2023
DEED REF.	5155/75 P. 9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	- BLOCK B
COUNTY	WICOMICO	DISTRICT	PARSONS NO.5
TAX MAP	25 PARCEL 17	ZONING	SEE GENERAL NOTE 3
F.I.R.M. MAP NO.	140450014E	FLOOD HAZARD ZONE	X
HOLD. NO.	10-033-20	SURV FOR	8MD 18/19/114/200

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

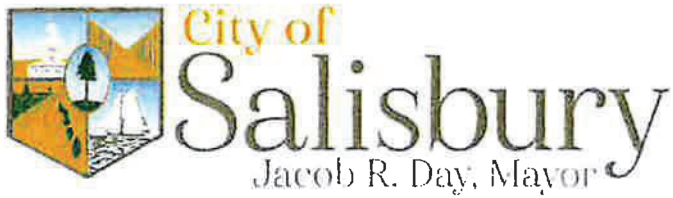


Brian M. Dennis
 EXPIRES 2-16-2025

OWNERS AND SURVEYORS CERTIFICATE

BRIAN M. DENNIS, PROPERTY LINE SURVEYOR NO. 527 PERSONALLY PREPARED THIS PLAT AND WAS IN DIRECT RESPONSIBLE CHARGE OVER THE SURVEYING AND MAPPING WORK HEREON. I HAVE REVIEWED THE REQUIREMENTS SET FORTH IN REGULATION 12 OF COMAR TITLE 9, SUBTITLE 13, CHAPTER 09.13.08.
 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.

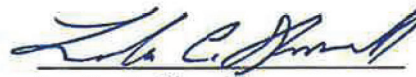
EXHIBIT 4



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 “Mortgage”);

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:

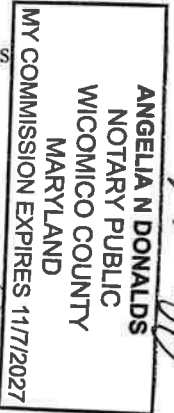
"ZIONROADTWO":

ZIONROADTWO, LLC

[Signature]

By: *[Signature]* (Seal)
Authorized Representative

William Benjamin Kamm



THE "CITY":

CITY OF SALISBURY, MARYLAND

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

CONSENTED TO BY "MORTGAGEE":

TRUIST BANK

See notary block

By: *[Signature]* (Seal)
Brian Frank 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.



[Signature]
NOTARY PUBLIC
My Commission Expires: 9/15/27

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:

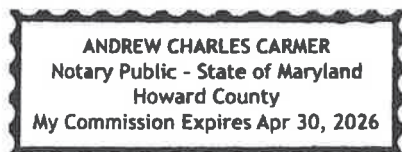
I HEREBY CERTIFY, that on this 9th day of MAY, 2024, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared BRIAN FRANK, who acknowledged himself to be an Authorized Representative of Truist Bank, and that he, as such Authorized Representative, being 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

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. 217/19) LESS ANY AND ALL LANDS HEREON RESERVED FOR THE CONSTRUCTION OF A FUTURE STATE ROUTE 13 (NORTH SALESBURY BOULEVARD).
3. ZONING
EXISTING WCDMCO COUNTY C-2 (GENERAL COMMERCIAL DISTRICT)
PROPOSED CITY OF SALESBURY GC (GENERAL COMMERCIAL DISTRICT)

REVISED

ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
1	N 85° 57' 10" E	9.50
2	N 85° 57' 10" E	45.50
3	N 36° 32' 20" E	239.45
4	N 81° 33' 20" E	42.45
5	N 83° 33' 20" E	44.00
6	S 83° 33' 20" E	334.40
7	S 36° 32' 20" W	371.54
8	N 49° 30' 00" W	335.17

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

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

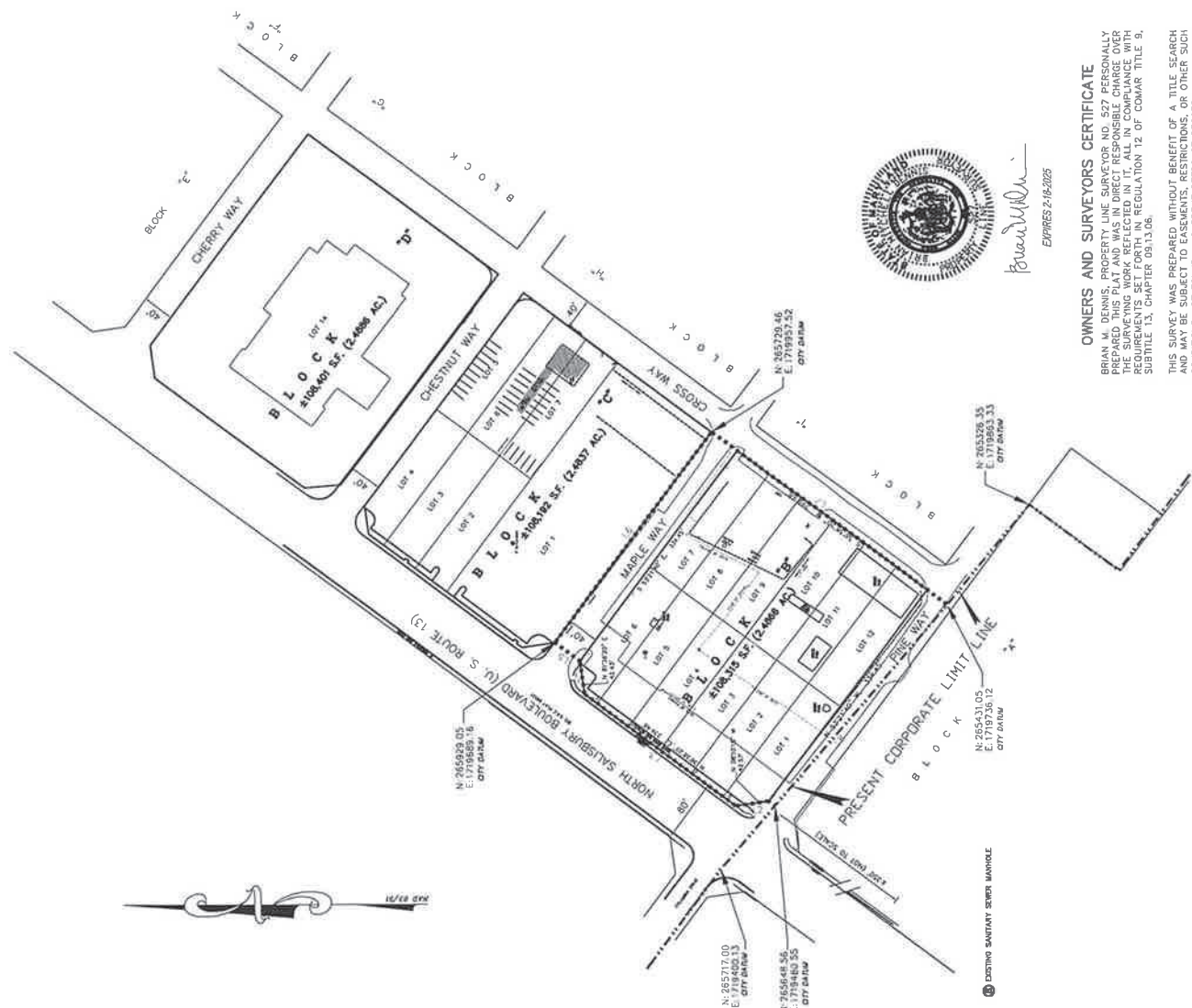
ZIONROADTWO LLC

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	WCDMCO	DISTRICT	PARSONS NO. 3
TAX MAP	29	PARCEL	17
F.I.R.M. MAP NO.	240450014E	ZONING	SEE GENERAL NOTE 3
PROJ. NO.	10-033-20	FLOOD HAZARD ZONE	X
		SURV/DRAWN	BMG FB/mh/14/50

BRIAN M. DENNIS

LAND SURVEYING & SITE PLANNING
30219 Zion Road - Salisbury, MD 21804
Telephone 443-783-4861
E-mail: surveyor327@gmail.com



Brian M. Dennis
EXPIRES 2-15-2025

OWNERS AND SURVEYORS CERTIFICATE

BRIAN M. DENNIS, PROPERTY LINE SURVEYOR NO. 527 PERSONALLY PREPARED THIS SURVEY AND THEREBY CERTIFIES THAT THE SAME IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYING WORK REFLECTED THEREON. 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.

② DISTINGUISHABLE SERIES MARKER

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

A map of the area around the proposed site. The map shows a network of roads, including Highway 101, Highway 102, and Highway 103. A red dot marks the proposed site, which is labeled 'SITE'. A north arrow is located in the upper right corner of the map.

 $1^\circ = 2,000'$

1. THE CITY RESERVES THE RIGHT TO REQUIRE STRUCTURAL MODIFICATIONS TO THE SITE HOME FOLLOWING PERMIT ISSUANCE IF SUCH MODIFICATIONS ARE NECESSARY.

- ## DISCUSSION

10. THE PROPOSAL/CONTRACTOR SHALL USE A CONTRACTOR/SUBCONTRACTOR QUANTITATIVELY APPROVED BY THE CITY OF SALT LAKE COUNTY FOR CONSTRUCTION OF THE PARTICULAR TYPE OF IMPROVEMENT. IT SHALL BE THE CONTRACTOR'S OBLIGATION TO OBTAIN THE OWNER'S/CONTRACTOR'S RESPONSIBILITY. IF THE CITY OF SALT LAKE COUNTY SHALL RESCIND OR CANCEL CONTRACTORS WHEN THE CONTRACTOR'S PERFORMANCE IS NOT SATISFACTORY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE MATERIALS SUPPLIED ARE LESS THAN THE STANDARD SET FORTH IN THE "CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR UTILITY AND ROADWAY CONSTRUCTION" OF WHICH THE CONTRACTOR IS NOT IN COMPLIANCE WITH THE PUBLIC WORKS AGREEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE MATERIALS SUPPLIED ARE LESS THAN THE STANDARD SET FORTH IN THE "CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR UTILITY AND ROADWAY CONSTRUCTION" OF WHICH THE CONTRACTOR IS NOT IN COMPLIANCE WITH THE PUBLIC WORKS AGREEMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF THE MATERIALS SUPPLIED ARE LESS THAN THE STANDARD SET FORTH IN THE "CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR UTILITY AND ROADWAY CONSTRUCTION" OF WHICH THE CONTRACTOR IS NOT IN COMPLIANCE WITH THE PUBLIC WORKS AGREEMENT.

- PLASMA/UTRINS

*NO WATER METER SETTING UNTIL ACCEPTANCE OF PUBLIC UTILITIES, INCLUDING AS-BUILT DRAWINGS.
*NO WATER METER SETTING UNTIL ACCEPTANCE OF SANI NOCC FORM.
*NO WATER METER SETTING UNTIL RECEIPT OF COMPREHENSIVE CONNECTION CHANGE.
*NO WATER METER SETTING UNTIL DISCUSSION OF DEETS FOR POTS AND CASINGS.
*NO RELEASE OF LETTER OF CREDIT UNTIL RECEIPT OF 5-YR MAINTENANCE BOND.
CONTRACTOR SHALL SUBMIT COMPLETION REPORT TO THE OWNER ONE SET OF RED LINE AS-BUILT DRAWING INFORMATIONED DATE AND ONE COPY OF THE RED LINE AS-BUILT DRAWINGS TO SATELITY PUBLIC

1. [X] I (WE) THE UNDERSIGNED, DO HEREBY CERTIFY THAT ANY CLEARING, GRADING, CONSTRUCTION, OR DEVELOPMENT, WILL BE DONE PURSUANT TO THIS PLAN AND THAT THE RESPONSIBLE PERSONNEL, INVOLVED IN THE CONSTRUCTION PROJECT WILL HAVE A CERTIFICATION OF TRAINING AT A DEPARTMENT APPROVED TRAINING PROGRAM FOR THE CONTROL OF SEDIMENT AND EROSION BEFORE BEGINNING THE PROJECT.

POHAWA AUTOMOTIVE GROUP
2011 NORTH SALISBURY BLVD.
SALISBURY, MD 21804
703-808-6879 (PHONE)
410-348-4400 (FAX)

DATE _____

HEAVY ASPHALT PAVING SHALL CONSIST OF 8 INCHES OF CR-8 STONE OVER SUBSOIL AND BOTH COMPACTED TO 95% OF THE MODIFIED PROCTOR TEST. THIS SHALL BE OVERLAPED WITH 2 1/2 INCHES OF 1 1/2 INCH HOT MIX ASPHALT AND A 1 1/2 INCH LAYER OF 0.5 INCH HOT MIX ASPHALT.

HEAVY ASPHALT PAVING SHALL CONSIST OF 10 INCHES OF CR-4 STONE OVER SUBSLOIL AND BOTH COMPACTED TO 95% OF THE MODIFIED PROCTOR TEST. THIS SHALL BE OVERLAP WITH 3 INCHES OF 18.0 MM HOT MIX ASPHALT AND A 2 INCH LAYER OF 9.5 MM HOT MIX ASPHALT.

CONCRETE PAVING SUBJECT TO TRUCK TRAFFIC SHALL CONSIST OF 8 INCH THICK, 4000 PSI CONCRETE SLABS REINFORCED WITH #5 REBAR @ 1'-0" O.C.E.P. OVER 4" OF CR-4 AND SUBSLOIL, BOTH COMPACTED TO 95% OF THE STANDARD PROCTOR TEST. ALL EXTERIOR CONCRETE SHALL HAVE 5% EXTRACTABLE AIR PLUS OR MINUS 1%. PLACE CONTROL JOINTS AT ALL RE-ENTRY CORNERS AND AT NO MORE THAN 20 FEET CENTERS.

SLAB/STREET PAV. SHALL CONSIST OF 8" THICK, 4,000 PSI CONCRETE SLABS REINFORCED WITH #4 REBAR @ 1'-0" O.C.E.W. OVER 6" OF CR-6 AND SUBSOIL, BOTH COMPACTED TO 95% OF THE STANDARD PROCTOR TEST. ALL EXTERIOR CONCRETE SHALL HAVE 5% ENTRAINED AIR PLUS OR MINUS 1%. PLACE CONTROL JOINTS AT ALL RE-CONSTRAINT CORNERS AND AT NO MORE THAN 20 FEET CENTERS.

ALL WALKS SHALL CONSIST OF 1 INCH THICK SLABS OF 4,000 PSI CONCRETE REINFORCED WITH 6#-W/18" S. & N.W. ALL EXTERIOR CONCRETE SHALL HAVE 3% ENTRAINED AIR PLUS OR MINUS 1%. PLACE EXPANSION JOINTS AT ALL IN-ENTRANT CORNERS AND AT NO MORE THAN 30 FEET CENTERS. ALL CONCRETE SLABS SHALL BE PLACED UNDER SCHEDULES COMPACTED TO 95% OF THE STANDARD PROCTOR TEST.

THIS PROPERTY IS SHOWN ON F.I.R.M. CONDEMPTION PANEL #24045CD114E, DATED 08/17/2013 AS BEING IN FLOOD ZONE X, AREA OF MINIMAL FLOODING.

THE DOMINANT SOIL TYPE FOR THIS PROJECT IS URBAN LAND (Up).

THE PROJECT IS LOCATED OUTSIDE UNITS DESIGNATED AS FULTON CHANNEL.

8770 GREENSBORO DR.
SUITE 450
MCLEAN, VA 22102

POWERRA AUTOMOTIVE GROUP
2011 NORTH SALESBURY BLVD.
SALESBURY, MD 21064

488 ENGINEERS
1842 NORTHWOOD DRIVE
SALISBURY, MARYLAND 21801
410-742-7299 (PHONE)
jsheth@corbary.com (EMAIL)

PROJECT ADDRESSES	1911 N SALISBURY BLVD 1902 N SALISBURY BLVD BIRMINGHAM, AL 35203
-------------------	------------------------------------------------------------------------

0029-0023-0017, BLOCK B, LOT 7 (LOTS 7-12)
0029-0023-0017, BLOCK C, LOTS 1-7

(BLOCK B, LOT 7)	\$5,500.50	FT. /	1.27	A
(BLOCK C, LOTS 1-7)	198,400.50	FT. /	2.49	A

287,200 SQ. FT. / 8.59 ACRES = 1014

BUILDING SETBACKS FRONT - 25'

ZONING DISTRICT: WILCOX COUNTY C-2 (GENERAL COMMERCIAL DISTRICT)

PARKING DATA

CAN DISPLAY MISSING SPACES 301

C-001	SITE COVER SHEET
C-101	EXISTING CONDITIONS & DEMO PLAN
C-102	PHASING PLAN
C-103	SITE IMPROVEMENTS PLAN
C-201	SITE DRAINAGE PLAN
C-202	ESC PLAN
C-203	SWM STRUCTURE SECTIONS
C-301	SITE UTILITY PLAN
UTL-1	OVERALL WATER & SEWER MAINS

THE INFORMATION PRESENTED ON THIS PLAN IS PRELIMINARY IN NATURE AND SHOULD NOT BE RELIED UPON FOR FINAL PRICING OR CONSTRUCTION. THE USER MUST RECOGNIZE THAT THE INFORMATION PRESENTED ON THIS DRAWING MAY CHANGE AS THE FINAL CONSTRUCTION PLANS ARE DEVELOPED. UNCHANGED PROJECT COSTS OR DELAYS OR CANCELLATION OF THIS PROJECT DUE TO FUTURE DESIGN CHANGES ARE NOT

[illegible]

ENGINEERS/ARCHITECTS

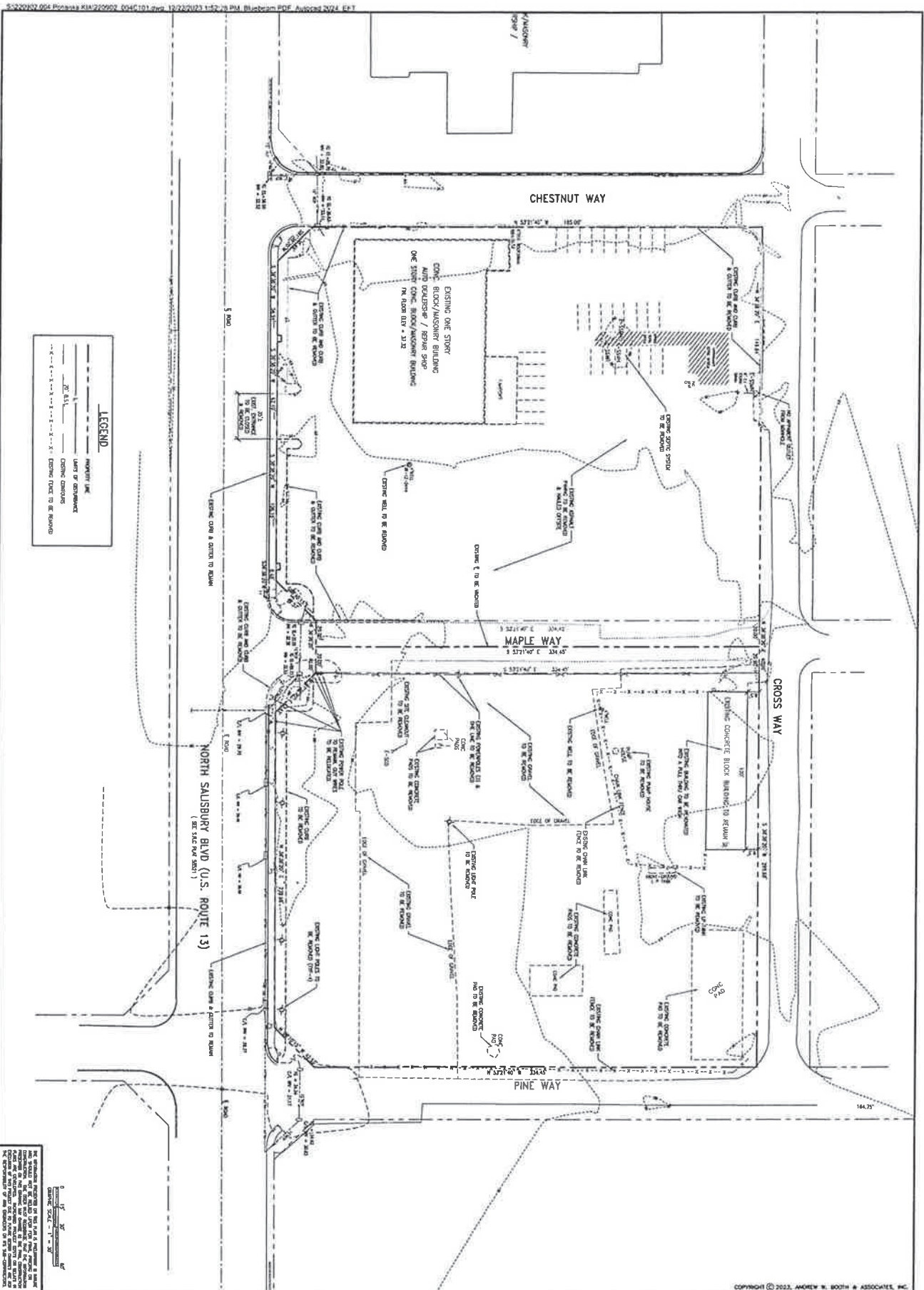


РОНКА
Autoservice Group

SITE COVER SHEET
2023 POHANKA KIA
CALPINE, MARYLAND

SCALE	NONE
GRAIN	EFT
PROD. MOD.	EFT
JOB	220902.004
SHEET	

C-001



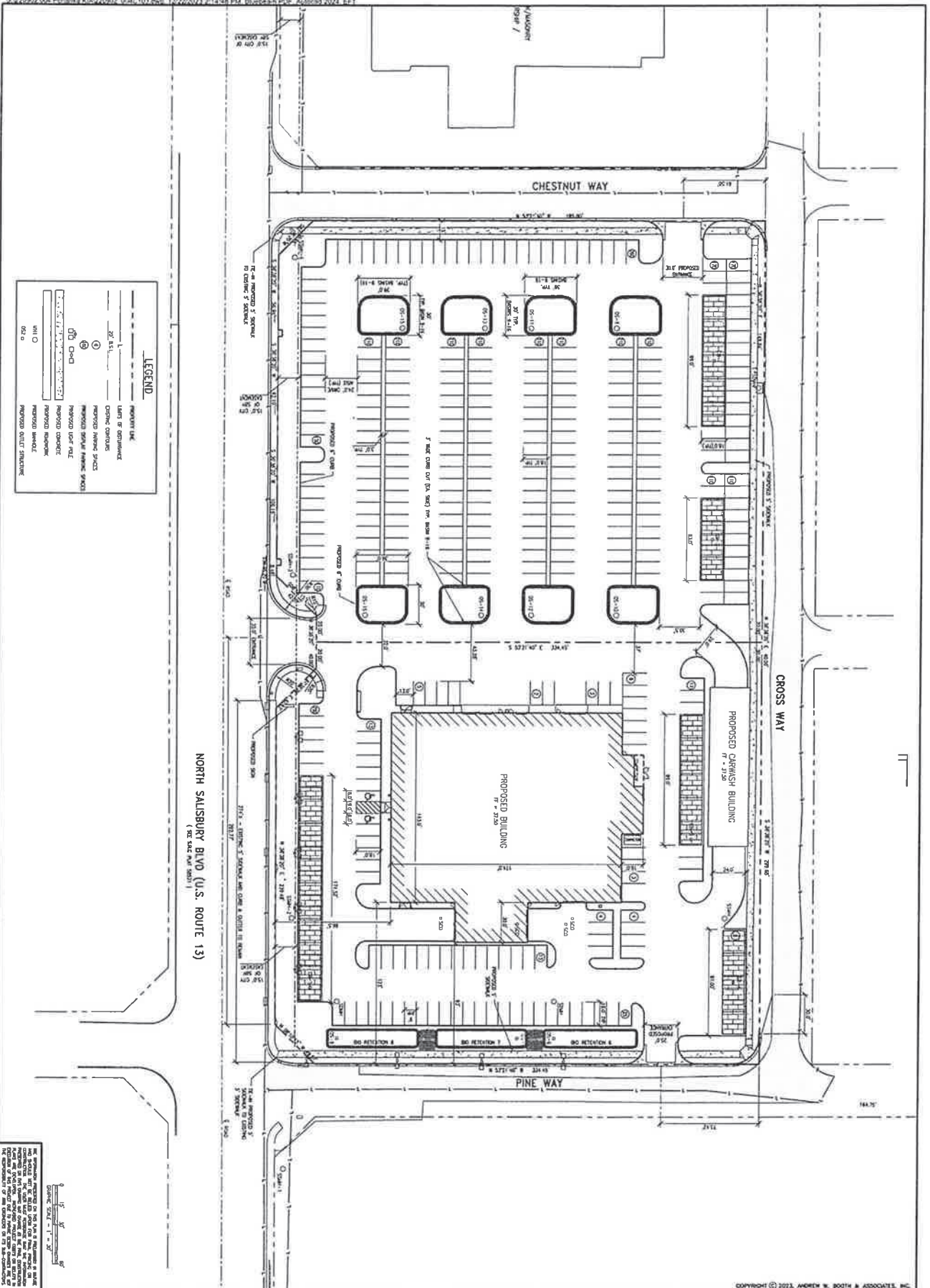


EXHIBIT 6

**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 policies 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.

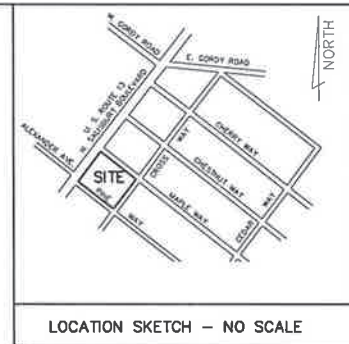
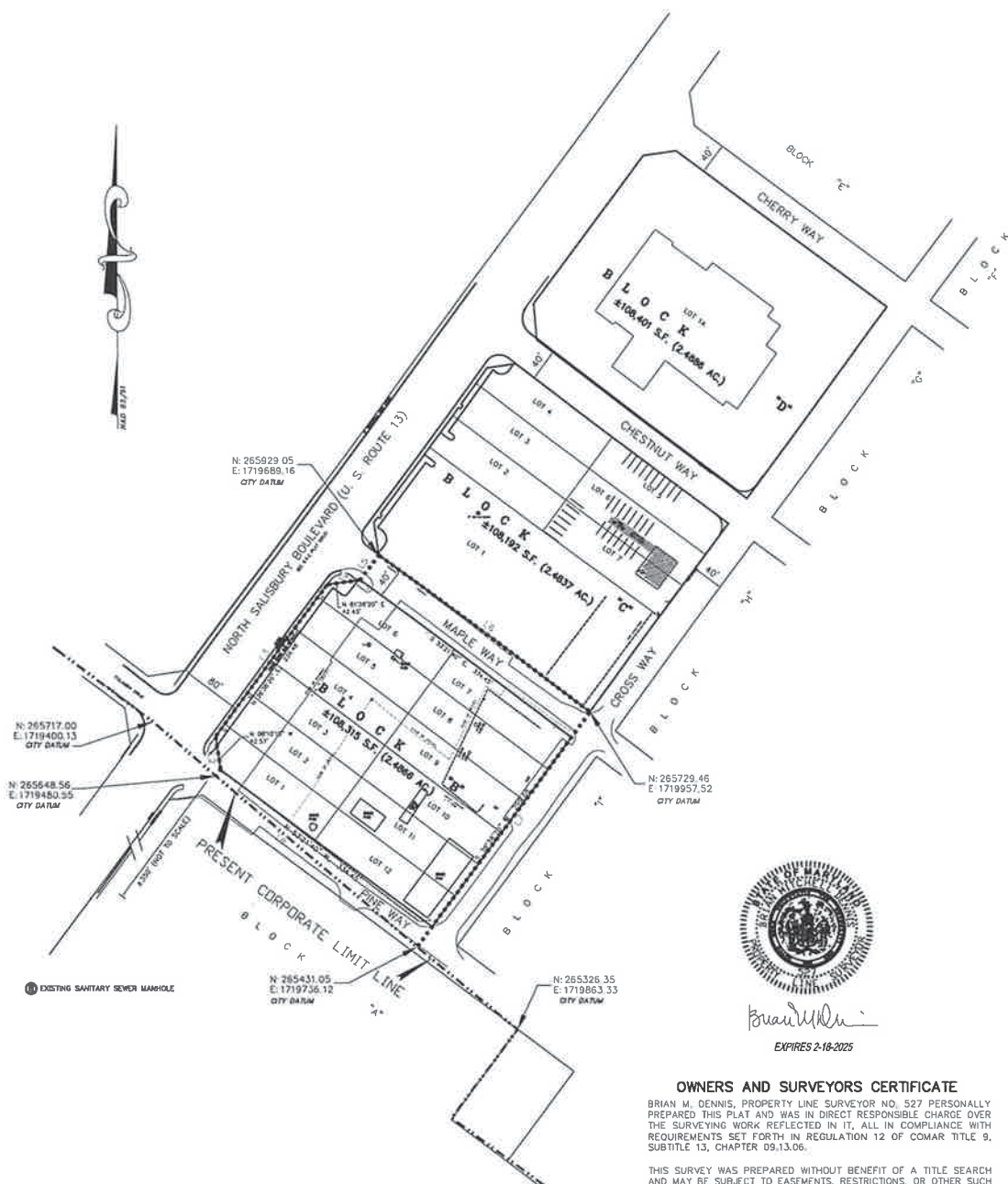
3.7. Stormwater Management. Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

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



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. 217/19) LESS ANY AND ALL LANDS CONVEYED TO THE MD STATE HIGHWAY ADMINISTRATION AND THE STATE ROADS COMMISSION OF MARYLAND FOR THE CONSTRUCTION OF U.S. ROUTE 13 (NORTH SALISBURY BOULEVARD).
3. ZONING
 EXISTING WICOMICO COUNTY C-2 (GENERAL COMMERCIAL DISTRICT)
 PROPOSED CITY OF SALISBURY GC (GENERAL COMMERCIAL DISTRICT)

REVISED
ANNEXATION
LINE TABLE

LINE	BEARING	DISTANCE
1.1	N 35°38'20" E	9.88'
1.2	N 09°10'15" W	42.57'
1.3	N 35°38'20" E	239.48'
1.4	N 81°38'20" E	42.43'
1.5	N 35°38'20" E	40.00'
1.6	S 53°21'40" E	334.45'
1.7	S 35°38'20" W	371.54'
1.8	N 49°38'00" W	335.17'

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



Brian M. Dennis
 EXPIRES 2-18-2025

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

OWNERS AND SURVEYORS CERTIFICATE

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

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

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

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

EXHIBIT 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

VICINITY MAP 1"=2,000'

1. THE CITY RESERVES THE RIGHT TO REQUIRE STRUCTURAL MODIFICATIONS TO THE SITE WORK FOLLOWING PERMIT ISSUANCE IF SUCH MODIFICATIONS ARE NECESSARY.

- DISCREPANCIES**
- A. THE CONTRACTOR SHALL IMMEDIATELY STOP WORK AND NOTIFY THE CITY REPRESENTATIVE OR THE CONSULTANT OF ANY DISCREPANCIES DISCOVERED BEFORE THE BEGINNING AND EXISTING CONDITIONS.
 - B. ERRORS OR OMISSIONS IN DRAWINGS OR LISTINGS SHALL BE TREATED AS A DISCREPANCY.
 - C. THE CITY REPRESENTATIVE OR THE CONSULTANT WILL REVIEW THE CONTRACTOR'S PROPOSAL TO CORRECT THE DISCREPANCY.
 - D. THE CITY REPRESENTATIVE OR THE CONSULTANT WITH SALES/BUY DEPARTMENT OF INFRASTRUCTURE & DEVELOPMENT WILL ISSUE NEW INSTRUCTIONS AS SOON AS POSSIBLE TO RELIEVE THE DISCREPANCY.
 - E. THE CONTRACTOR SHALL RESOLVE ANY DISCREPANCY BEFORE START OF WORK OR CONTINUATION AFTER THE COMMENCEMENT OF WORK.

16. THE OWNER/DRAWING SHALL USE A CONTRACTOR/PROJECT/CONTRACTOR GENERALLY APPROVED BY THE CITY OF SAUWAHAI FOR CONSTRUCTION OF THE PARTICULAR TYPE OF IMPROVEMENT. PAYMENT TO THE CONTRACTOR SHALL BE THE OWNER/CONTRACTOR'S RESPONSIBILITY. THE CITY OF SAUWAHAI MAY REScind OR CANCEL CONSTRUCTION WHEN THE CONTRACTOR FAILS TO COMPLY WITH THE CITY OF SAUWAHAI'S REQUIREMENTS. THE CITY OF SAUWAHAI SHALL SUPPLY AT LEAST THE STANDARD SET FORTH IN THE "CONSTRUCTION AND MATERIAL SPECIFICATIONS FOR UTILITY AND HIGHWAY CONSTRUCTION" OR WHEN THE CONTRACTOR IS NOT IN COMPLIANCE WITH THE PUBLIC WORKS AGREEMENT, THE CITY OF SAUWAHAI SHALL REQUIRE THE CONTRACTOR TO OBTAIN THE CITY OF SAUWAHAI'S APPROVAL. AS DETERMINED BY THE CITY OF SAUWAHAI FIELD INSPECTION DURING CONSTRUCTION, AS DESCRIBED IN THE CONSTRUCTION MATERIAL SPECIFICATIONS, TESTING COSTS SHALL BE THE RESPONSIBILITY OF THE OWNER/CONTRACTOR.

17. THE APPROVED UTILITY CONTRACTING FIELD REPRESENTATIVE SHALL BE REQUIRED TO FOLLOW AND HAVE AN APPROVED SIGNED COPY OF THE UTILITY DRAWINGS, THE LATEST REVISION OF THE CITY OF SAUWAHAI CONSTRUCTION AND MATERIAL SPECIFICATIONS, THE CITY OF SAUWAHAI'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION STANDARDS, (STANDARD DETAILS) AND MANUALS AT THE CONSTRUCTION AREA DURING WORKING HOURS.

32. ALL VALVE BOXES INSTALLED IN IMPAVED AREAS SHALL BE FURNISHED WITH A CONCRETE COLLAR EXTENDING 1' BEYOND THE FRAME OF THE VALVE BOX LID. THE COLLAR SHALL BE 6" THICK AND BE SUPPORTED BY AT A MIN. OF 3" OF CONCRETE. THE COLLAR SHALL BE SUPPORTED BY SUFFICIENT SOIL COMPACTED TO 95% PROCTOR. CONCRETE COLLARS SHALL BE INSTALLED IN ALL VALVE BOXES, REGARDLESS OF WHETHER THE VALVE BOXES ARE TO BE COVERED OR UNCOVERED. THE SURROUNDING EARTH AROUND VALVE BOX IN SLOPE SHALL BE GRASS OR PLANT TO CREATE POSITIVE DRAINAGE AWAY FROM THE COLLAR.
33. VALVE METERS AND ASSOCIATED VALVES SHALL NOT BE LOCATED IN DRIVEWAYS OR OTHER AREAS INTENDED FOR VEHICULAR TRAFFIC. ANY METER OR VALVE FOUND TO BE IN SUCH AN AREA AFTER PROJECT COMPLETION, SHALL BE RELOCATED TO AN APPROPRIATE LOCATION. THE RELOCATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ADDITIONAL IMPROVEMENT TYPE, WATER MAIN TAPS, PAVEMENT, CURB, CUTTER, AND/OR SIDEWALK RESTORATION, ART PEDESTALING, AND ART ASSOCIATED WITH APPLICANCES.
34. DEFLECT THE WATER MAIN AROUND OTHER UTILITIES PER CITY STD. NO. 300.42 AS NECESSARY TO AVOID COMPLICATIONS MAINTAIN A MINIMUM OF 1' OF SEPARATION BETWEEN THE OUTSIDE DICES OF PIPES. IF WATER MAINS ARE INSTALLED

- 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
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525
 526
 527
 528
 529
 530
 5

LIGHT ASPHALT PAVING SHALL CONSIST OF 6 INCHES OF CR-8 STONE OVER SUBSOIL AND BOTH COMPACTED TO 95% OF THE MODIFIED PROCTOR TEST. THIS SHALL BE OVERLAIN WITH 2½ INCHES OF 19.0 mm HOT MIX ASPHALT AND A ¼ INCH LAYER OF 9.5 mm HOT MIX ASPHALT.

HEAVY ASPHALT PAVING SHALL CONSIST OF 10 INCHES OF CR-6 STONE OVER SUBSOIL AND BOTH COMPACTED TO 95% OF THE MOORED PROCTOR TEST. THIS SHALL BE OVERLAIN WITH 3 INCHES OF 13.0 MM HOT MIX ASPHALT AND A 2 INCH LAYER OF 9.5 MM HOT MIX ASPHALT.

CONCRETE PAVING SUBJECT TO TRUCK TRAFFIC SHALL CONSIST OF 8 INCH THICK, 4,000 PSI CONCRETE SLABS REINFORCED WITH #5 REBAR @ 1'-0" O.C.E.W. OVER 6" OF CR-8 AND SUBSOIL BOTH COMPACTED TO 95% OF THE STANDARD PROCTOR TEST. ALL EXTERIOR CONCRETE SHALL HAVE 5% ENTRAINED AIR PLUS OR MINUS 1%. PLACE CONTROL JOINTS AT ALL RE-ENTRANT CORNERS AND AT NO MORE THAN 20 FEET CENTERS.

DUMPSTER PAD SHALL CONSIST OF 8 INCH THICK, 4,000 PSI CONCRETE SLABS REINFORCED WITH #4 REBAR @ 1'-0" O.C.E.W. OVER 6" OF CR-6 AND SUBSOL, BOTH COMPACTED TO 95% OF THE STANDARD PROCTOR TEST. ALL EXTERIOR CONCRETE SHALL HAVE 5% ENTRAINMENT AIR PLUS OR MINUS 1%. PLACE CONTROL JOINTS AT ALL RE-ENTRANT CORNERS AND AT NO MORE THAN 20 FEET CENTERS.

ALL WALKS SHALL CONSIST OF 4 INCH THICK SLABS OF 4,000 PSI CONCRETE REINFORCED WITH #6@11.4W/1.4 W.W.W. ALL EXTERIOR CONCRETE SHALL HAVE 5% ENTRAINED AIR PLUS OR MINUS 1%. PLACE EXPANSION JOINTS AT ALL RE-ENTRANT CORNERS AND AT NO MORE THAN 20 FEET CENTERS. ALL CONCRETE SLABS SHALL BE PLACED OVER SUBSOLS.

STONE STABILIZATION FOR TRUCK TRAFFIC SHALL CONSIST OF 6" OF CR-6 OVER COMPACTED STRUCTURAL FILL. COMPACT BOTH CR-6 AND FILL TO 95% OF THE APPROXIMATE STANDARD PROCTOR MAXIMUM DRY DENSITY.

MISCELLANEOUS DATA

THIS PROPERTY IS SHOWN ON F.A.R.M. COMMUNITY PANEL #2404500114E, DATED 08/17/2015 AS BEING IN FLOOD ZONE X, AREA OF MINIMAL FLOODING.

THE DOMINANT SOIL TYPE FOR THIS PROJECT IS URBAN LAND (Up).

NO WETLANDS ARE LOCATED WITHIN PARCEL BOUNDARY.
THE PROJECT SITE IS NOT WITHIN A CHESAPEAKE BAY CRITICAL AREA.
THE PROJECT IS LOCATED OUTSIDE LANDS DESIGNATED AS ENVIRONMENTALLY SENSITIVE.

THE UNIVERSITY OF CHICAGO LIBRARY, 5408 S. UNIVERSITY AVE., CHICAGO, ILL. 60637

8270 GREENSBORO DR.
SUITE 930
MCLEAN, VA 22102

DEVELOPER BEN KAHN
POHAWAY AUTOMOTIVE GROUP
2011 NORTH SALISBURY BLVD.
SALISBURY, MD 21804
703-906-6879 (PHONE)

410-348-4400 (FAX)

ENGINEER JOHN R. SHAWAN, P.E.
AND ENGINEERS
1942 NORTHWOOD DRIVE

SALISBURY, MARYLAND 21801
410-742-7299 (PHONE)
jshahen@umbengineering.com (EMAIL)

PROJECT ADDRESSES: 1911 N. SALESBURY BLVD
1902 N. SALESBURY BLVD
SALESBURY, MD 21101

TAX MAP 0029-0023-0017, BLOCK B, LOT 1 (LOTS 1-6)
0029-0023-0017, BLOCK B, LOT 7 (LOTS 7-8)
0029-0023-0017, BLOCK C, LOTS 1-7

LAND AREA	(BLOCK B, LOT 1)	53,355 SQ. FT. / 1
	(BLOCK B, LOT 7)	55,500 SQ. FT. / 1
	(BLOCK C, LOTS 1-7)	108,481 SQ. FT. / 2

	287,268 SQ. FT. / 0.59 ACRES - TOTAL
BUILDING AREA	27,326 SQ. FT. - MAIN FACILITY
	3,508 SQ. FT. - 0.10 ACRES

BUILDING SETBACKS

EXISTING WOODCOCK COUNTY	C-2 (GENERAL COMMERCIAL DISTRICT)
PROPOSED CITY OF SALESBURY	CC (GENERAL COMMERCIAL DISTRICT)

PARKING DATA

CUSTOMER PARKING SPACES	106 (WITH 2 VAN ACCESSIBLE SPACES)
-------------------------	------------------------------------

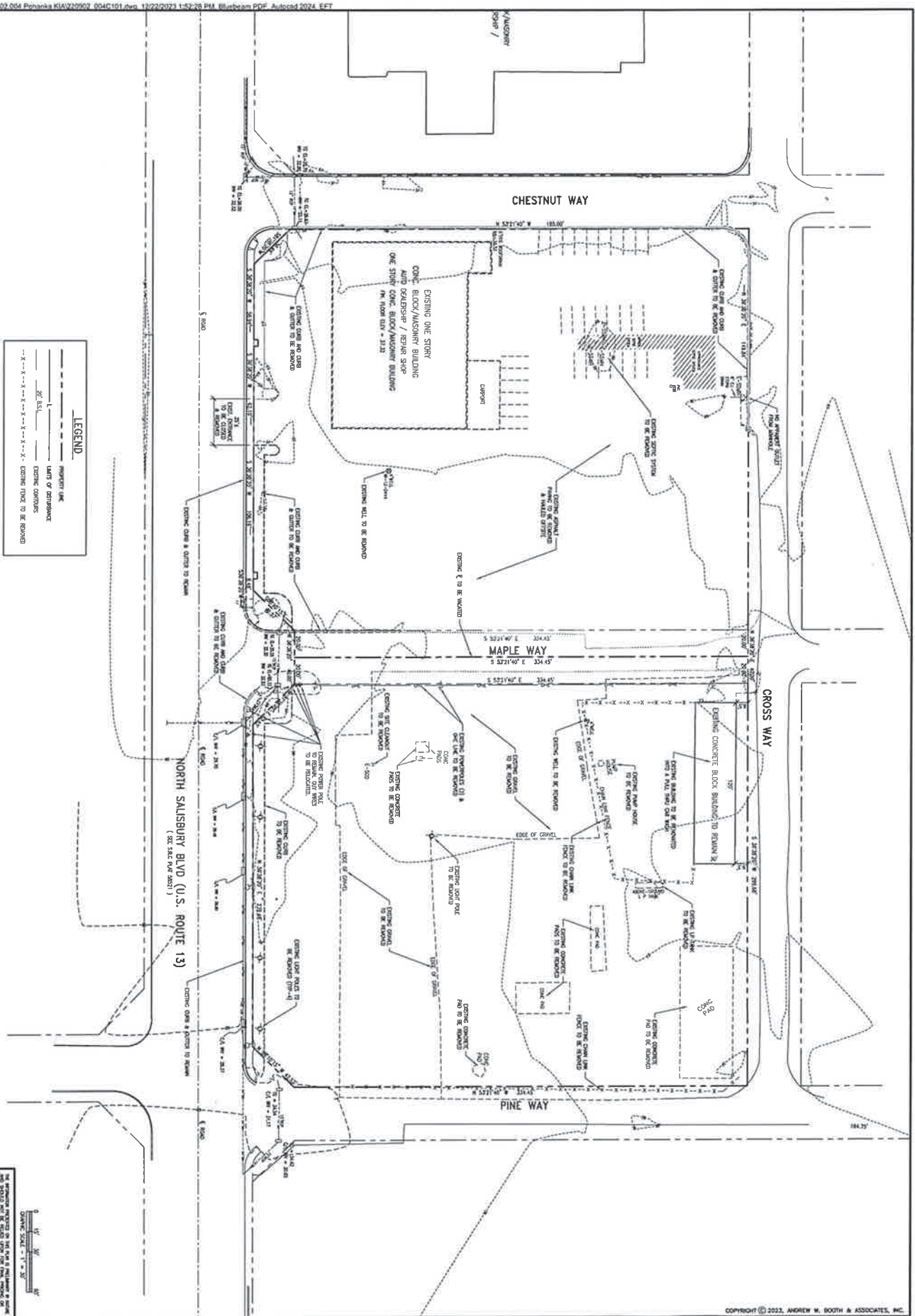
INDEX OF DRAWINGS

001 SITE COVER SHEET

- © 2006 The Authors
Journal compilation © 2006 Blackwell Publishing Ltd

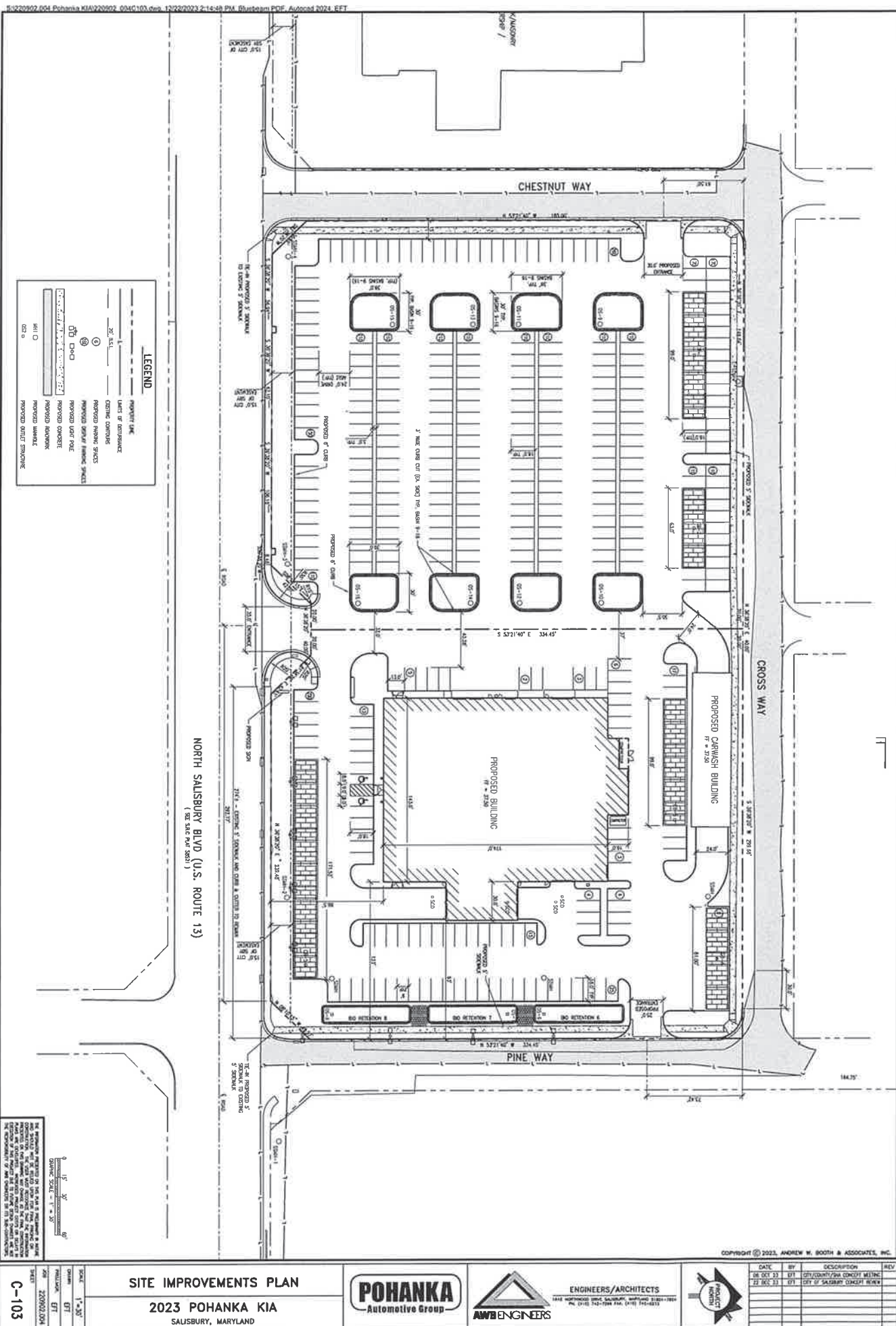
THE INFORMATION PRESENTED ON THIS PLAN IS PRELIMINARY IN NATURE AND SHOULD NOT BE RELIED UPON FOR FINAL PRICING OR CONSTRUCTION. THE USER MUST RECOGNIZE THAT THE INFORMATION PRESENTED ON THIS DRAWING MAY CHANGE AS THE FINAL CONSTRUCTION PLANS ARE DEVELOPED. INCREASED PROJECT COSTS OR DELAYS, IN CONNECTION WITH THIS PROJECT DUE TO FUTURE DESIGN CHANGES ARE NOT THE RESPONSIBILITY OF ANY ENGINEER OR ITS SUB-CONTRACTORS.

LEGEND	
	PROPERTY LINE
	LIMIT OF DISTURBANCE
	EXISTING CONTOUR
	EXISTING FENCE TO BE REMOVED

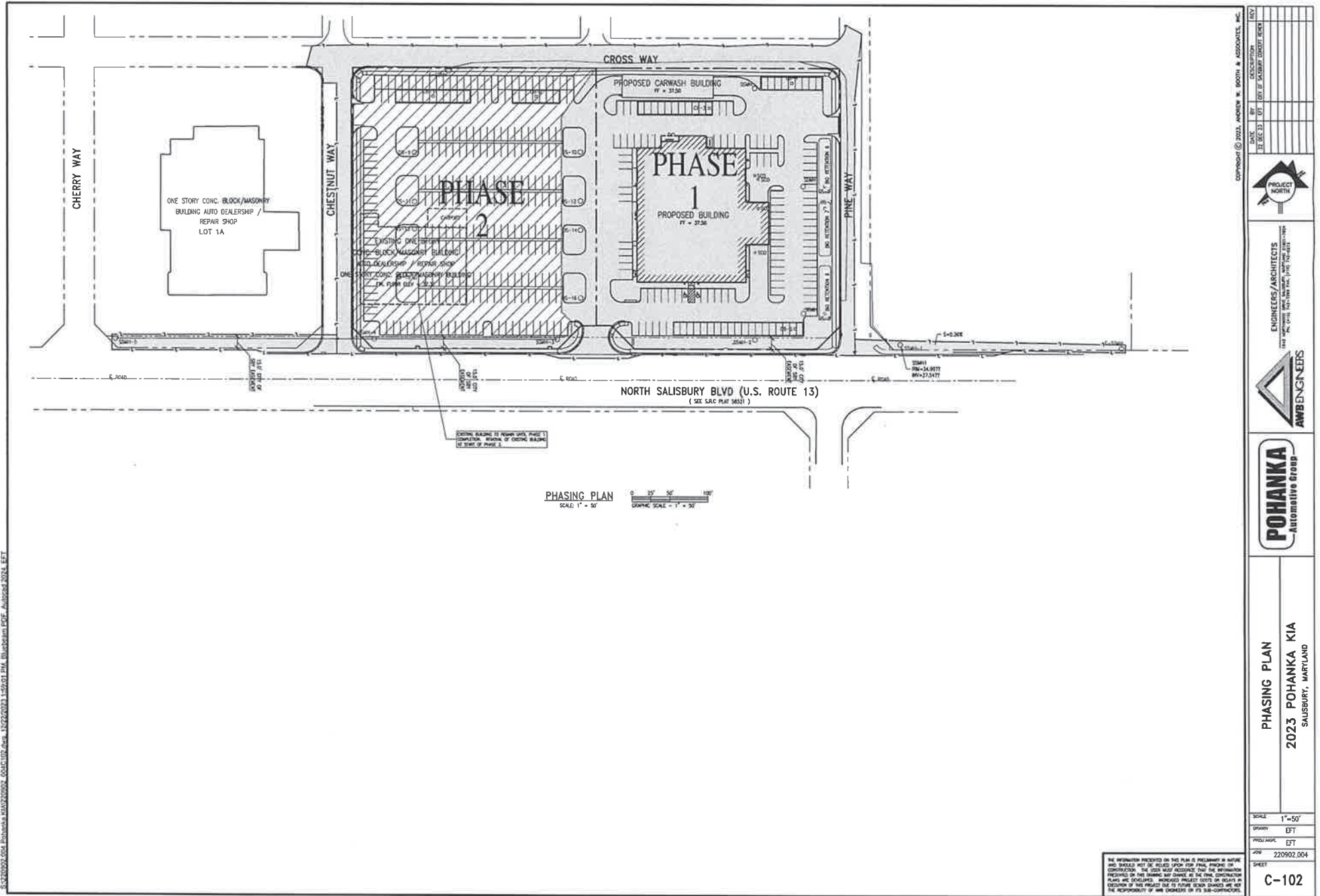


Copyright © 2023, Andrew W. Booth & Associates, Inc.

C-101	2023 POHANKA KIA SAUSBURY, MARYLAND	POHANKA Automotive Group	AWB ENGINEERS	ENGINEERS/ARCHITECTS 100 NORTHWOOD DRIVE, SAUSBURY, MARYLAND 21054-1000 TEL: 410-326-1500 FAX: 410-326-1501 WWW.AWBENGINEERS.COM	<table><tr><th>DATE</th><th>BY</th><th>DESCRIPTION</th><th>REV</th></tr><tr><td>06 OCT 23</td><td>ETI</td><td>OFF/CLIENT/DMA CONCEPT MEETING</td><td></td></tr><tr><td>23 DEC 23</td><td>ETI</td><td>REV OF SAUSBURY CONCEPT MEETING</td><td></td></tr></table>	DATE	BY	DESCRIPTION	REV	06 OCT 23	ETI	OFF/CLIENT/DMA CONCEPT MEETING		23 DEC 23	ETI	REV OF SAUSBURY CONCEPT MEETING	
					DATE	BY	DESCRIPTION	REV									
06 OCT 23	ETI	OFF/CLIENT/DMA CONCEPT MEETING															
23 DEC 23	ETI	REV OF SAUSBURY CONCEPT MEETING															



S:\2020\004 Pohanka KIA\2020004 - 004\102.dwg 1/22/2023 1:49:01 PM Bluebeam PDF, AutoCAD 2024, EIT



COPYRIGHT © 2023 AECOM & ASSOCIATES, INC.	
DATE	1/22/2023
BY	EIT
DESCRIPTION	PHASING PLAN
PROJECT	2023 POHANKA KIA
ENGINEERS/ARCHITECTS	AECOM & ASSOCIATES, INC.
AWB ENGINEERS	
POHANKA Automotive Group	
PHASING PLAN	
2023 POHANKA KIA	
SALISBURY, MARYLAND	
SCALE: 1" = 50'	
Drawn: EIT	
Project: 220902.004	
Job: 220902.004	
Sheet: C-102	

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.



City of Salisbury

Jacob R. Day, Mayor

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 dark ink, appearing to read "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 ROUTE 13 (NORTH SALISBURY BOULEVARD)
- ZONING: WYOMING COUNTY C-2 (GENERAL COMMERCIAL DISTRICT) PROPOSED CITY OF SALISBURY CC (GENERAL COMMERCIAL DISTRICT)

ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
1	N 89° 30' 20" E	9.89
2	N 05° 00' 15" W	47.57
3	N 05° 00' 15" W	47.57
4	N 81° 30' 00" E	42.43
5	N 89° 30' 20" E	40.00
6	S 89° 30' 20" W	371.31

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

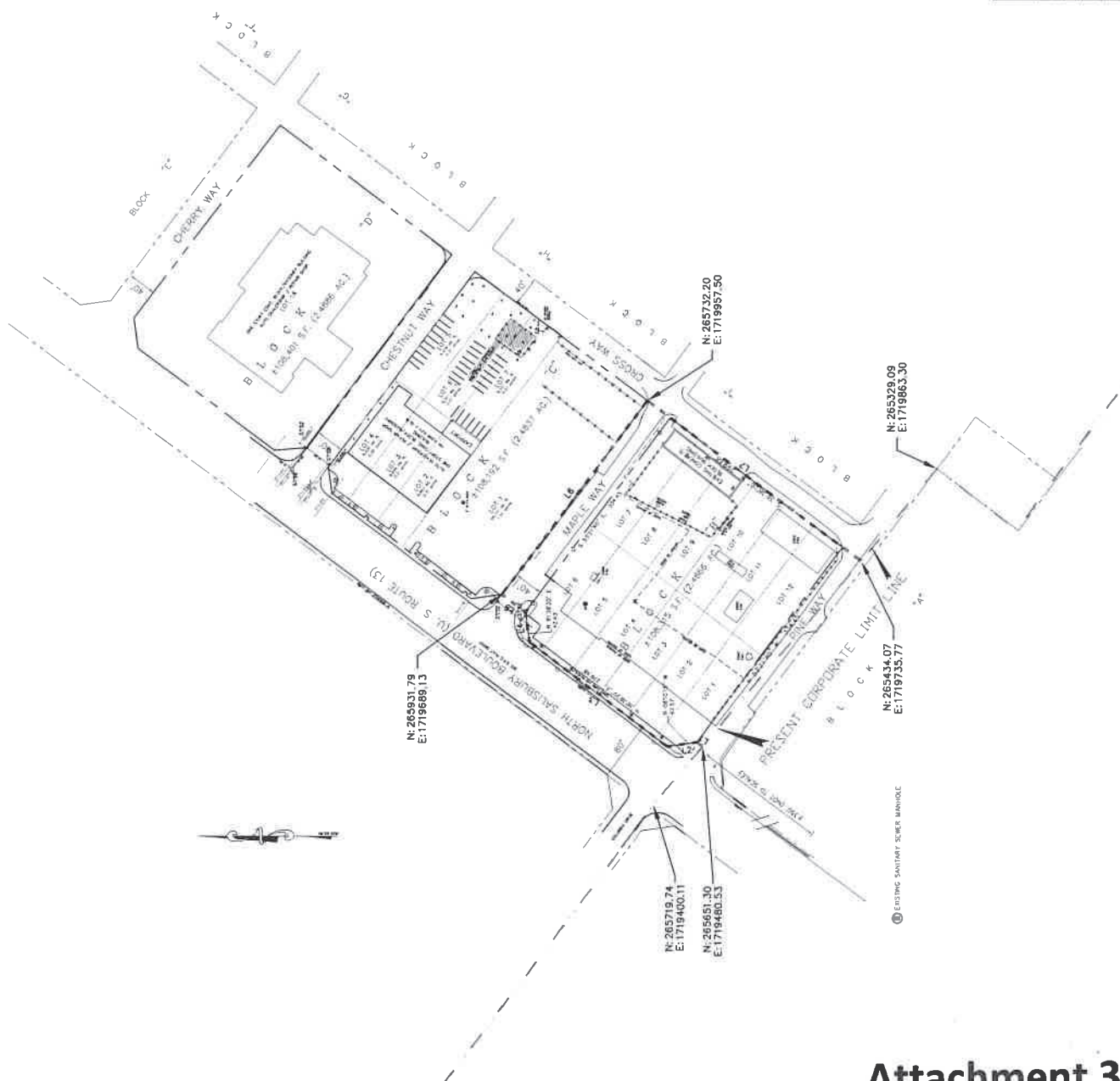
GRAMM SALISBURY PROPERTIES LLC

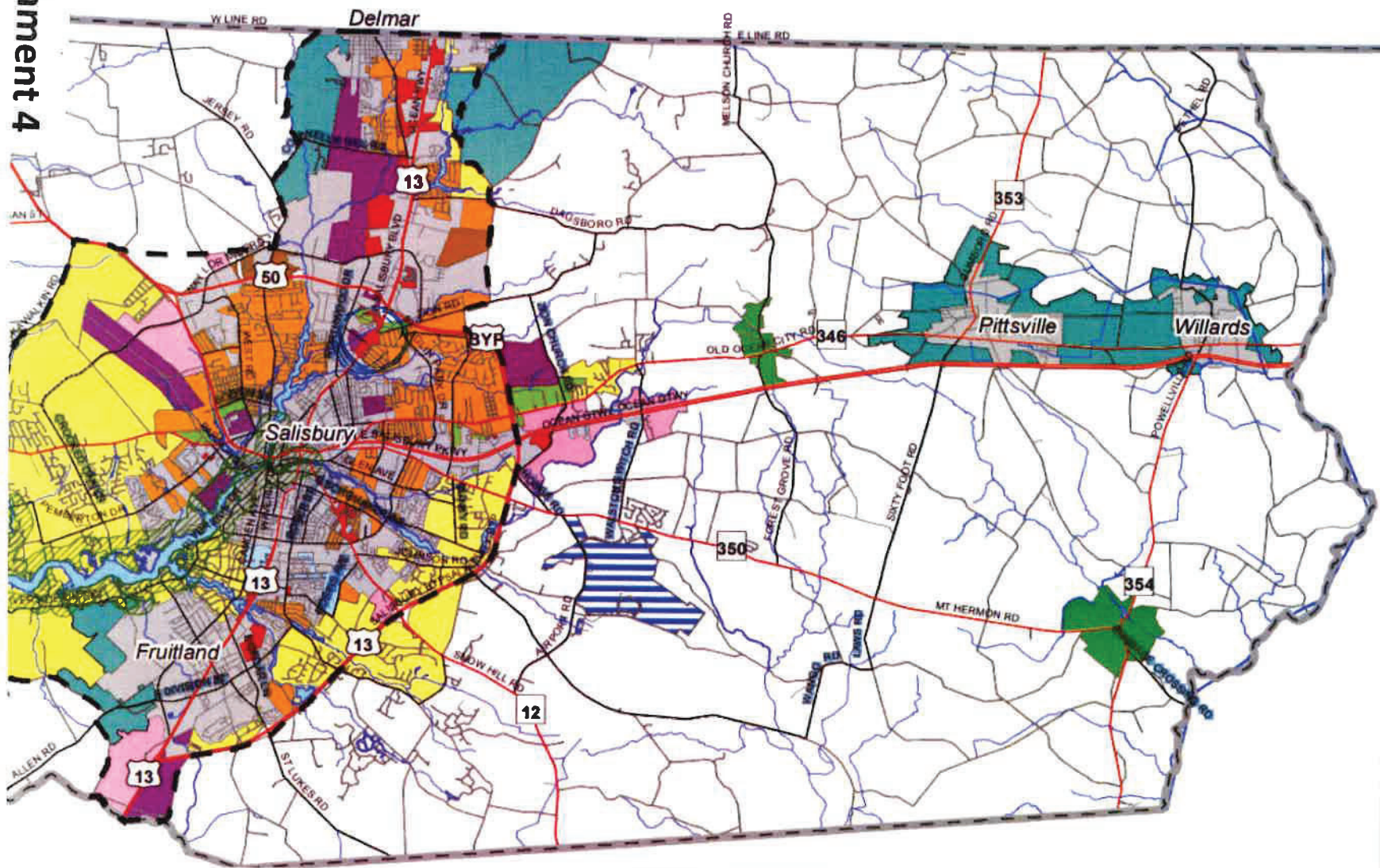
PROPOSED ANNEXATION

BRIAN M. DENNIS

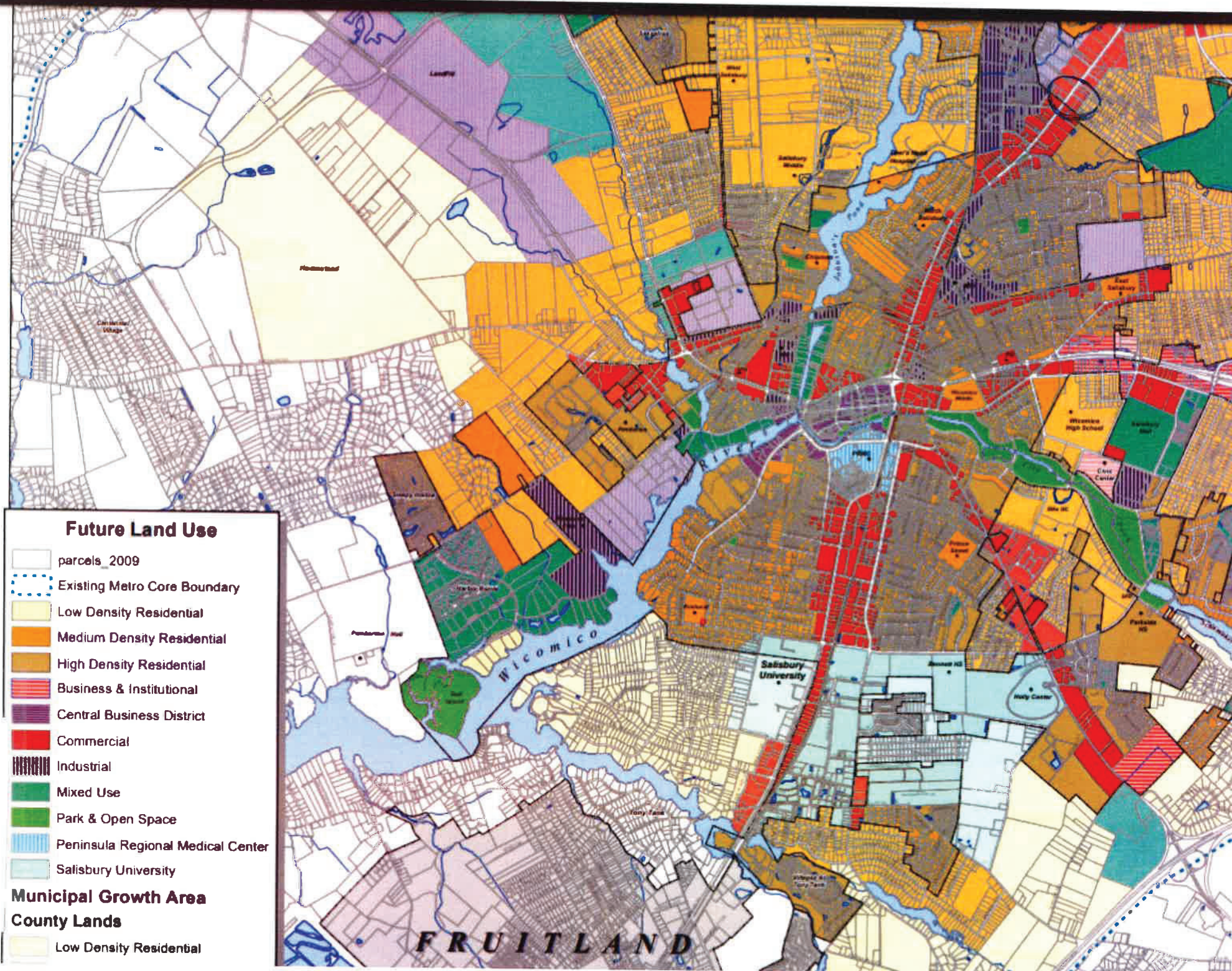
SCALE	1" = 100'	DATE	1 NOVEMBER 2021
DEED REF.	4336/21 P. 7,8,9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	- BLOCK B
COUNTY	WYOMING	DISTRICT	PARSONS NO. 5
TAX MAP	29	PARCEL	17
F.L.R.M. MAP NO.	24945CD114E	ZONING	SEE GENERAL NOTE 3
PROJ. NO.	10-033-20	FLOOD HAZARD ZONE	X
		SURV/DRAWN	BMU FB/11/20

30319 Zion Road - Salisbury, MD 21804
 Telephone 443-783-4861





- | | |
|-------------------------------------------------------------------------------------|----------------|
|  | Airport |
|  | Commercial |
|  | Industrial |
|  | Light Bus |
|  | Low Density |
|  | Medium Density |
|  | High Density |
|  | Municipal |
|  | Salisbury |
|  | Town Centre |
|  | Urban Centre |
|  | Rural Village |





OWNER/DEVELOPER
JAY CHAM
Safford Automotive
7811 LORRAINE ROAD
SPRINGFIELD, VIRGINIA 22150
703-883-2000 (PHONE)
jsafford@saffordauto.com (EMAIL)

ENGINEER
JAMES C. SMITH, P.E.
AND ASSOCIATES
1840 BOWNE DRIVE
SALISBURY, MARYLAND 21801
410-743-7200 (PHONE)
jsmith@saffordauto.com (EMAIL)

ARCHITECT
CHRIS MCNEELY
FLANAGAN ARCHITECTS, LLC
3135 WOODBURY AVE, STE. 107
BETHESDA, MD 20814
301-483-4811 (PHONE)
flanagan@saffordauto.com (EMAIL)

PROJECT DATA
PROJECT ADDRESS
(LOT 1) 1911 N SALISBURY BLVD
(LOT 7) CROSS WAY
SALISBURY, MD 21801

THE MAP
0029-0023-0017, BLOCK B, LOT 1 (LOTS 1-10)
0029-0023-0017, BLOCK B, LOT 7 (LOTS 7-12)

LAND AREA
(LOT 1) 1.22 ACRES / 52,830 SQ. FT.
(LOT 7) 1.27 ACRES / 55,500 SQ. FT.

BUILDING AREA
27,326 SQ. FT.

BUILDING SETBACKS
FRONT - 35'
REAR - 15'
SIDE - 10', NOT LESS THAN 30' TOTAL IN ANY CORNER

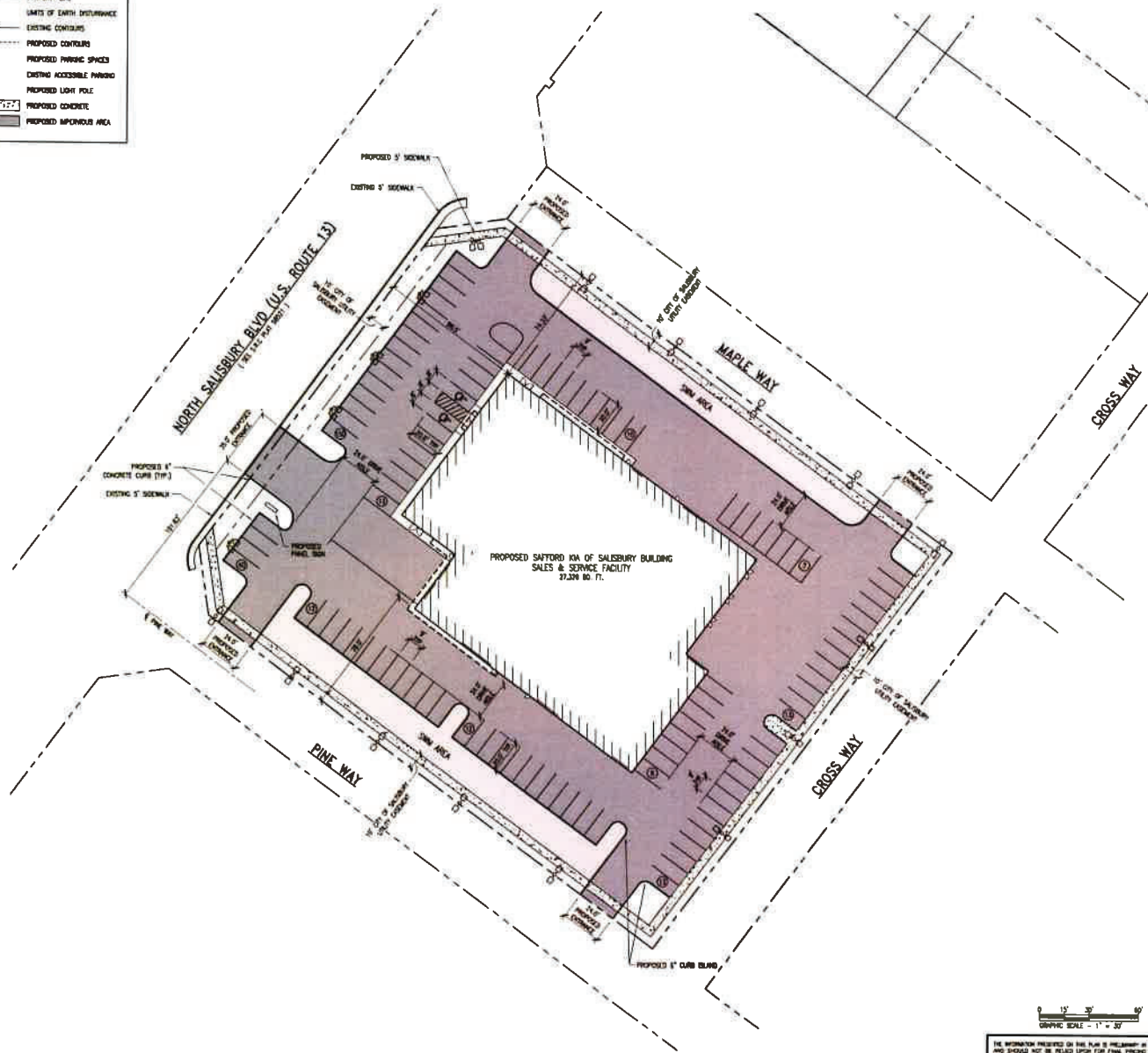
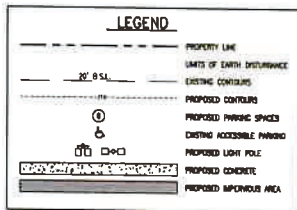
ZONING
EXISTING MCDONALD COUNTY C-3 (GENERAL COMMERCIAL DISTRICT)
PROPOSED CITY OF SALISBURY GC (GENERAL COMMERCIAL DISTRICT)

PARKING DATA
REQUIRED PARKING SPACES (*)
85 (WITH 2 VAN ACCESSIBLE SPACES)
85 (WITH 2 VAN ACCESSIBLE SPACES)
107 (CUSTOMER PARKING & DISPLAY VEHICLES)

(*) PARKING CALCULATIONS
AUTOMOBILE SALES
(1/200 SQ. FT. GROSS FLOOR SPACE)
53,49 SQ. FT. / 200 = 26.7457 = 26 SPACES
AUTOMOBILE REPAIR GARAGE
(1/200 SQ. FT. GROSS FLOOR SPACE)
20 BAYS = 2 SPACES = 40 SPACES
26 SPACES + 40 SPACES = TOTAL SPACES

SURVEY DATA
DEED REFERENCE 4268 / 21 p. 7, 8, 9
PLAT REFERENCE 217 / 10

NOTES & BOUNDARY DATA WERE TAKEN FROM A SURVEY BY BRIAN M. DENNIS LAND SURVEYING & SITE PLANNING, DATED 1 NOVEMBER 2021 (PLAT NO. 10-033-20).
HORIZONTAL DATUM IS NAD83.
THIS PROPERTY IS SHOWN ON FISCAL COMMUNITY PANEL #24043001146, DATED 08/17/2015 AS BEING IN FLOOD ZONE X, AREA OF LARGELY FLOODING.
NO UTILITIES ARE LOCATED WITHIN PARCEL BOUNDARY.



THE INFORMATION PRESENTED ON THIS PLAN IS PRELIMINARY IN NATURE AND SHOULD NOT BE RELIED UPON FOR FINAL PROJECT OR CONSTRUCTION. THE DESIGN TEAM ACCEPTS THAT THE INFORMATION PRESENTED ON THIS MAP IS FOR INFORMATION ONLY. THE INFORMATION PRESENTED ON THIS MAP IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE DESIGN TEAM ACCEPTS THAT THE INFORMATION PRESENTED ON THIS MAP IS NOT TO BE USED FOR ANY OTHER PURPOSE.

CONCEPTUAL SITE PLAN
2022 KIA FACILITY
SALISBURY, MARYLAND

SCALE 1" = 50'
SHOW EFT
PREPARED BY JES
DATE 210817
SHEET CSP-1

ENGINEERS/ARCHITECTS
SAFFORD
1840 BOWNE DRIVE
SALISBURY, MD 21801
410-743-7200 (PHONE)
jsafford@saffordauto.com (EMAIL)

PROJECT NORTH

DATE 210817
BY JES
CHKD JES
APP'D JES
REV



Safford KIA of Salisbury, MD



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: March 14, 2025
Re: Second Reading- 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, April 14, 2025, for the public hearing and second 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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9

3
4
5
6
7
8
9

0
1
2
3
4
5
6
7
8
9
0
1
2
3

4
5

26
27
28
S 2

01

2
3
4
5

Section 2. Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury shall hold a public hearing on this Resolution on April 14, 2025 at 6:00 p.m. in the Council Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of publication as specified hereinabove. **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY AS FOLLOWS:**

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

Section 4. It is further the intention of the Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Resolution 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 Resolution shall remain and shall be deemed valid and enforceable.

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

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

THIS RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on the 10 day of March, 2025, having been duly published as required by law in the meantime a public hearing was held on April 14, 2025 at 6:00 p.m., and was finally passed by the Council of the City of Salisbury at its regular meeting held on the 14 day of April, 2025.

Julie A. English,
City Clerk

D'Shawn M. Doughty,
Council President

APPROVED BY ME this ____ day of _____, 2025.

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

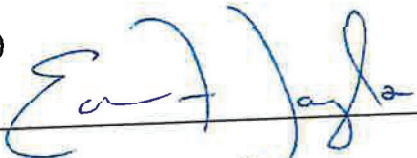
To the Mayor and Council of the City of Salisbury:

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)


EDWARD F. TAYLOR

Printed

11/1/2021
Date

Printed

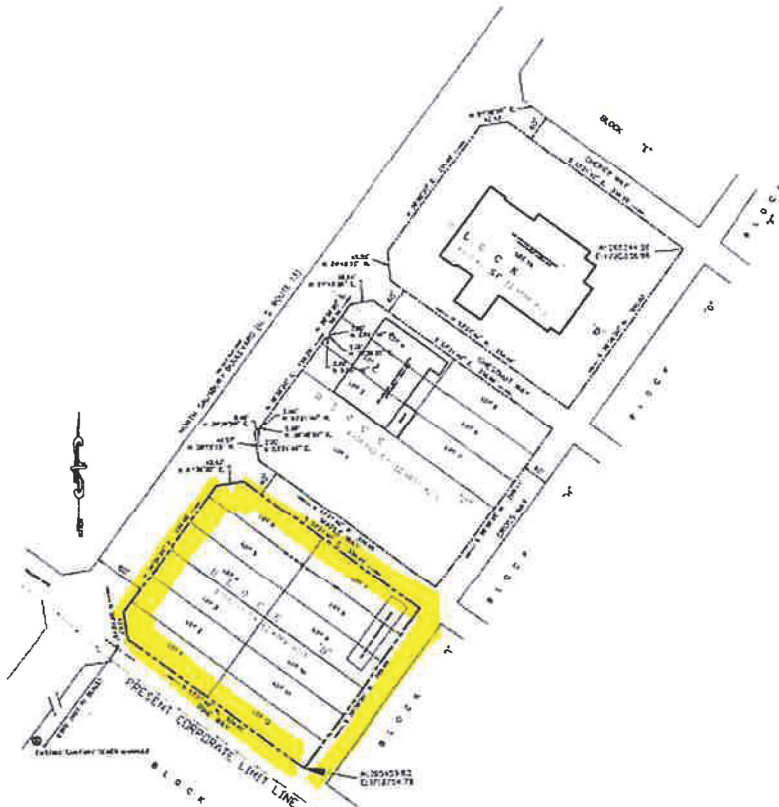
Date

Printed

Date

Printed

Date



LOCATION SKETCH - NO SCALE



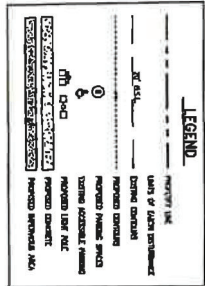
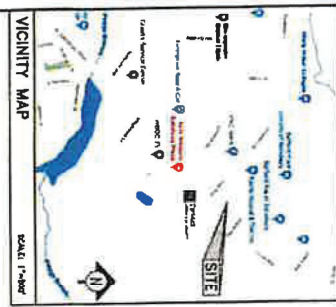
GENERAL NOTES

HORIZONTAL DATUM/COORDINATES REFLECT 83/81 MD ZONE
 IT IS THE OWNER'S INTENT TO ANNEAL ALL LOTS IN BLOCK 1 OF THE PLAT ENTITLED "MAPLE PLAINS" (PLAT REF. 217/78) 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)

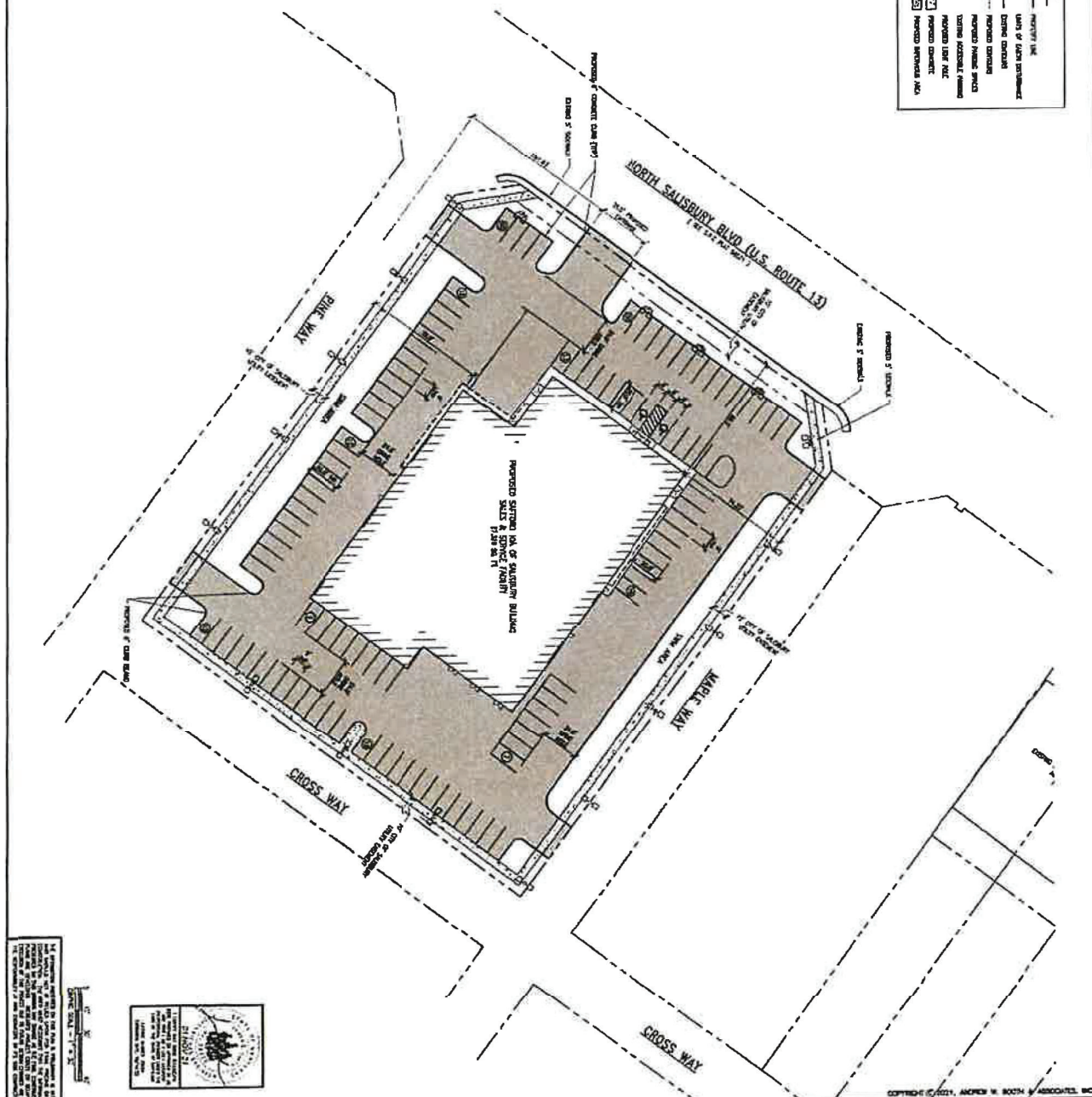
ANNEXATION PLAT OF BLOCK 1
MAPLE PLAINS
 N. SALISBURY BOULEVARD - SALISBURY MARYLAND
 FOR

GRAMM SALISBURY PROPERTIES LLC

PROPOSED ANNEXATION				BRIAN M. DENNIS	
SCALE	1" = 100'	DATE	1 NOVEMBER 2021	LAND SURVEYOR & SITE PLANNING	
DEED REF.	158/78 & 9	SUBD.	MAPLE PLAINS		
PLAT REF.	217/78	LOT	BLOCK 1	30118 2nd Road - Salisbury, MD 21864	
COUNTY	WICOMICO	DISTRICT	PARSONS WDS.		
TAX MAP	25 PARCEL 17	JOINS	-	Telephone 443-783-4881	
PLAN MAP NO.	200000116	PLANNING ZONE	-		
PROJ. NO.	20-033-25	SURV. OR. NO.	19/24/114/70		



- GENERAL NOTES:**
- 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 - 2. THE PROPOSED PARKING SPACES ARE SHOWN IN THE ATTACHED PAVEMENT PLAN.
 - 3. THE PROPOSED DRIVEWAY IS SHOWN IN THE ATTACHED PAVEMENT PLAN.
 - 4. THE PROPOSED DRIVEWAY IS TO BE CONCRETE.
 - 5. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 6. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 7. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 8. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 9. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 10. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 11. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 12. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 13. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 14. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 15. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 16. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 17. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 18. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 19. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 20. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 21. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 22. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 23. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 24. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 25. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 26. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 27. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 28. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 29. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 30. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 31. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 32. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 33. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 34. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 35. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 36. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 37. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 38. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 39. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 40. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 41. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 42. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 43. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 44. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 45. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 46. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 47. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 48. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 49. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 50. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 51. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 52. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 53. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 54. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 55. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 56. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 57. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 58. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 59. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 60. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 61. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 62. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 63. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 64. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 65. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 66. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 67. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 68. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 69. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 70. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 71. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 72. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 73. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 74. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 75. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 76. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 77. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 78. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 79. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 80. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 81. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 82. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 83. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 84. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 85. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 86. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 87. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 88. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 89. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 90. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 91. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 92. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 93. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 94. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 95. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 96. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 97. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 98. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 99. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.
 - 100. THE PROPOSED DRIVEWAY IS TO BE 12' WIDE.



CONCEPTUAL SITE PLAN

2022 KIA FACILITY

SALISBURY, MARYLAND

Safford

ENGINEERS/ARCHITECTS

ANDREW W. BOOTH

REGISTERED PROFESSIONAL ENGINEER

STATE OF MARYLAND

NO. 11111

EXPIRATION DATE: 12/31/2024

DATE	BY	DESCRIPTION	REV
11/11/21	AWB	CONCEPTUAL SITE PLAN	1

CSP-1

SCALE: 1" = 50'



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

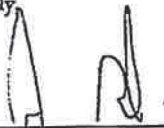
Dear Mr. Holland:

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

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 policies 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.

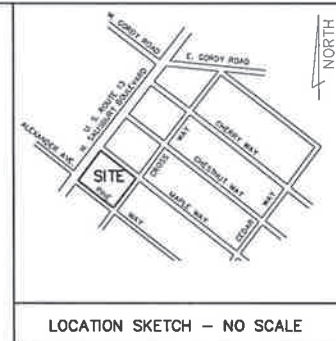
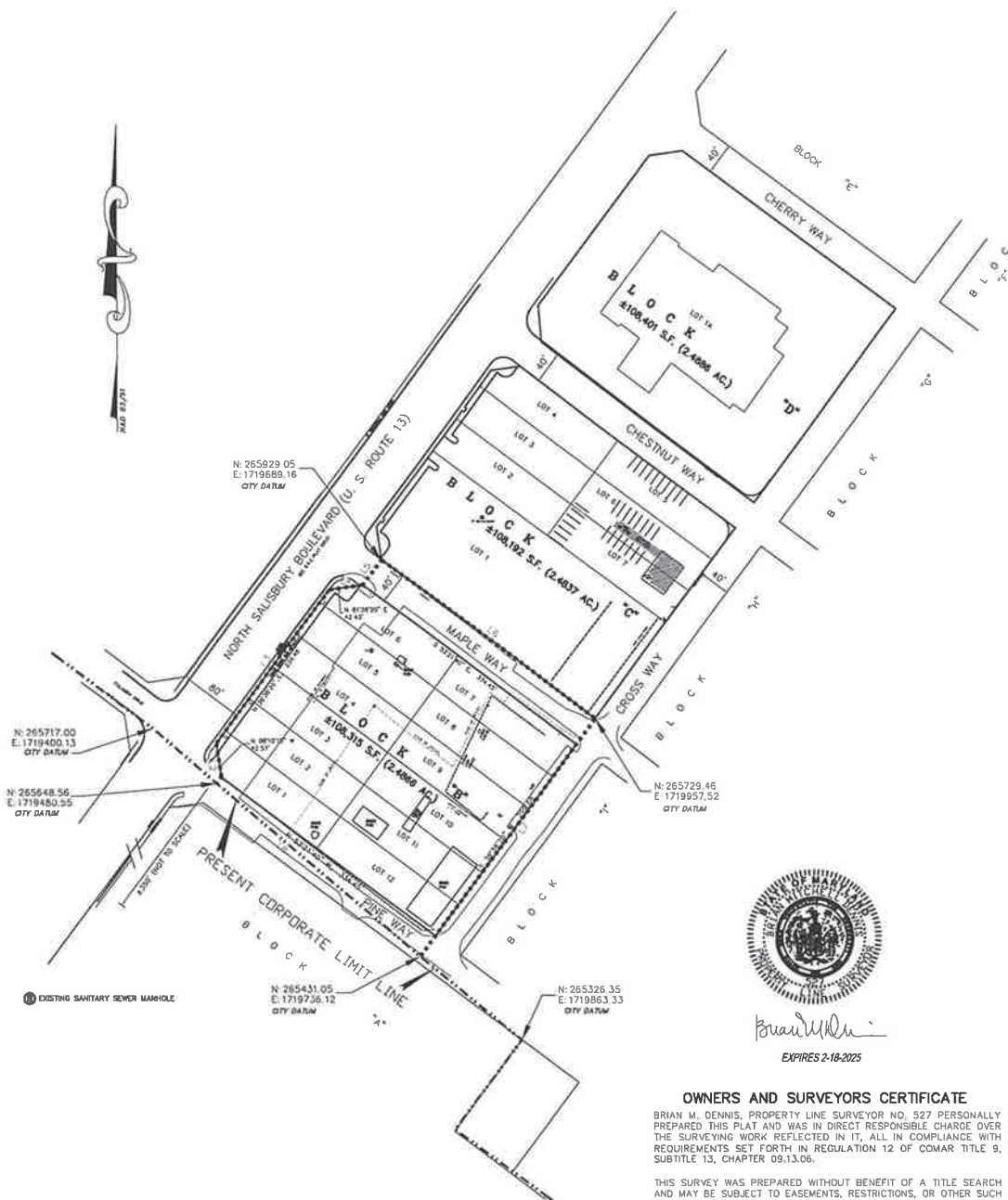
3.7. Stormwater Management. Stormwater management is governed by the State of Maryland, and stormwater management regulations are administered locally.

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



GENERAL NOTES

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

REVISED

ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
1	N 35°38'20" E	9.88'
2	N 09°10'15" W	42.57'
3	N 35°38'20" E	239.48'
4	N 81°38'20" E	42.43'
5	N 35°38'20" E	40.00'
6	S 53°21'40" E	334.45'
7	S 35°38'20" W	371.54'
8	N 49°38'00" W	335.17'

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



Brian M. Dennis

EXPIRES 2-18-2025

OWNERS AND SURVEYORS CERTIFICATE

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

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

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.	5155/175 P. 9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	BLOCK B
COUNTY	WICOMICO	DISTRICT	PARSONS NO.5
TAX MAP	29 PARCEL 17	ZONING	SEE GENERAL NOTE 3
F.I.R.M. MAP NO.	24045C0114E	FLOOD HAZARD ZONE	X
PROJ. NO.	10-033-20	SURV/D.R.	BMD FB/pg 114/50

BRIAN M. DENNIS

LAND SURVEYING & SITE PLANNING

30319 Zion Road - Salisbury, MD 21804

Telephone 443-483-4861

E-mail: surveyor527@gmail.com

EXHIBIT B

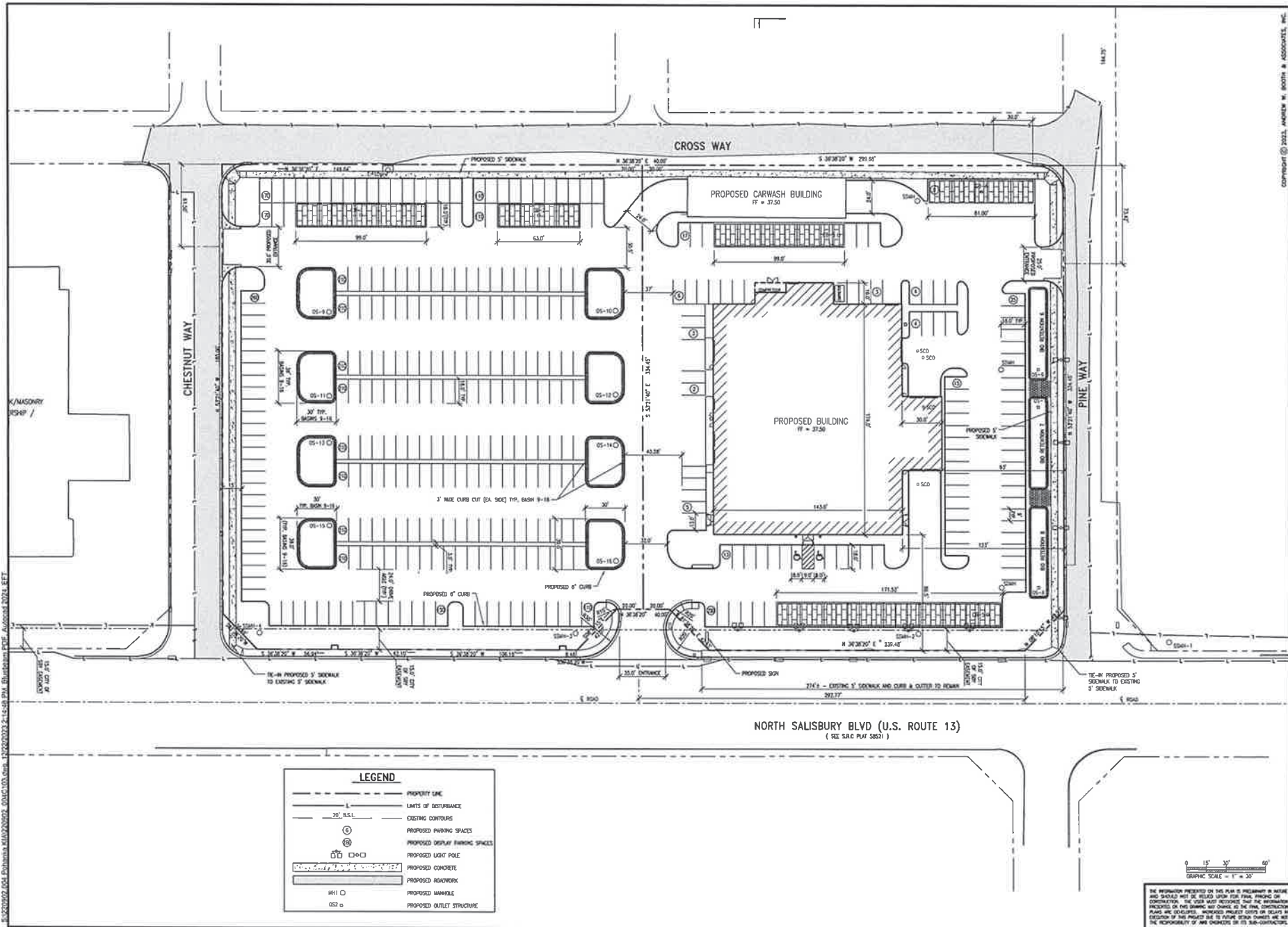
PINE WAY – POHANKA KIA

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

20230902.DWG POHANKA KIA 20230902.DWG 12/20/2023 2:14:00 PM Blundell PCF, August 2024 SET



NORTH SALISBURY BLVD (U.S. ROUTE 13)
(SEE S.A.C. PLAT 58521)

LEGEND

---	PROPERTY LINE
---	LIMITS OF DISTURBANCE
---	EXISTING CONTOURS
○	PROPOSED PARKING SPACES
○	PROPOSED DISPLAY PARKING SPACES
□	PROPOSED LIGHT POLE
□	PROPOSED CONCRETE
□	PROPOSED MANHOLE
□	PROPOSED MANHOLE
□	PROPOSED OUTLET STRUCTURE

0 15' 30' 60'
GRAPHIC SCALE = 1" = 30'

THE INFORMATION PRESENTED ON THIS PLAN IS PRELIMINARY IN NATURE AND SHOULD NOT BE RELIED UPON FOR FINAL PLANNING OR CONSTRUCTION. THE USER MUST RECOGNIZE THAT THE INFORMATION PROVIDED ON THIS PLAN IS NOT GUARANTEED. THE FINAL CONSTRUCTION PLANS ARE DEVELOPED. INCREASED PROJECT COSTS OR DELAYS IN CONNECTION WITH THIS PROJECT ARE TO BE BORNE BY THE OWNER AND NOT THE RESPONSIBILITY OF ABE ENGINEERS OR ITS SUB-CONTRACTORS.

COPYRIGHT © 2023 ANDREW W. BOOTH & ASSOCIATES, INC.

DATE	BY	DESCRIPTION	REV
12/20/2023	AWB	100% FINAL	1
12/20/2023	AWB	100% FINAL	2
12/20/2023	AWB	100% FINAL	3
12/20/2023	AWB	100% FINAL	4
12/20/2023	AWB	100% FINAL	5
12/20/2023	AWB	100% FINAL	6
12/20/2023	AWB	100% FINAL	7
12/20/2023	AWB	100% FINAL	8
12/20/2023	AWB	100% FINAL	9
12/20/2023	AWB	100% FINAL	10
12/20/2023	AWB	100% FINAL	11
12/20/2023	AWB	100% FINAL	12
12/20/2023	AWB	100% FINAL	13
12/20/2023	AWB	100% FINAL	14
12/20/2023	AWB	100% FINAL	15
12/20/2023	AWB	100% FINAL	16
12/20/2023	AWB	100% FINAL	17
12/20/2023	AWB	100% FINAL	18
12/20/2023	AWB	100% FINAL	19
12/20/2023	AWB	100% FINAL	20
12/20/2023	AWB	100% FINAL	21
12/20/2023	AWB	100% FINAL	22
12/20/2023	AWB	100% FINAL	23
12/20/2023	AWB	100% FINAL	24
12/20/2023	AWB	100% FINAL	25
12/20/2023	AWB	100% FINAL	26
12/20/2023	AWB	100% FINAL	27
12/20/2023	AWB	100% FINAL	28
12/20/2023	AWB	100% FINAL	29
12/20/2023	AWB	100% FINAL	30
12/20/2023	AWB	100% FINAL	31
12/20/2023	AWB	100% FINAL	32
12/20/2023	AWB	100% FINAL	33
12/20/2023	AWB	100% FINAL	34
12/20/2023	AWB	100% FINAL	35
12/20/2023	AWB	100% FINAL	36
12/20/2023	AWB	100% FINAL	37
12/20/2023	AWB	100% FINAL	38
12/20/2023	AWB	100% FINAL	39
12/20/2023	AWB	100% FINAL	40
12/20/2023	AWB	100% FINAL	41
12/20/2023	AWB	100% FINAL	42
12/20/2023	AWB	100% FINAL	43
12/20/2023	AWB	100% FINAL	44
12/20/2023	AWB	100% FINAL	45
12/20/2023	AWB	100% FINAL	46
12/20/2023	AWB	100% FINAL	47
12/20/2023	AWB	100% FINAL	48
12/20/2023	AWB	100% FINAL	49
12/20/2023	AWB	100% FINAL	50
12/20/2023	AWB	100% FINAL	51
12/20/2023	AWB	100% FINAL	52
12/20/2023	AWB	100% FINAL	53
12/20/2023	AWB	100% FINAL	54
12/20/2023	AWB	100% FINAL	55
12/20/2023	AWB	100% FINAL	56
12/20/2023	AWB	100% FINAL	57
12/20/2023	AWB	100% FINAL	58
12/20/2023	AWB	100% FINAL	59
12/20/2023	AWB	100% FINAL	60
12/20/2023	AWB	100% FINAL	61
12/20/2023	AWB	100% FINAL	62
12/20/2023	AWB	100% FINAL	63
12/20/2023	AWB	100% FINAL	64
12/20/2023	AWB	100% FINAL	65
12/20/2023	AWB	100% FINAL	66
12/20/2023	AWB	100% FINAL	67
12/20/2023	AWB	100% FINAL	68
12/20/2023	AWB	100% FINAL	69
12/20/2023	AWB	100% FINAL	70
12/20/2023	AWB	100% FINAL	71
12/20/2023	AWB	100% FINAL	72
12/20/2023	AWB	100% FINAL	73
12/20/2023	AWB	100% FINAL	74
12/20/2023	AWB	100% FINAL	75
12/20/2023	AWB	100% FINAL	76
12/20/2023	AWB	100% FINAL	77
12/20/2023	AWB	100% FINAL	78
12/20/2023	AWB	100% FINAL	79
12/20/2023	AWB	100% FINAL	80
12/20/2023	AWB	100% FINAL	81
12/20/2023	AWB	100% FINAL	82
12/20/2023	AWB	100% FINAL	83
12/20/2023	AWB	100% FINAL	84
12/20/2023	AWB	100% FINAL	85
12/20/2023	AWB	100% FINAL	86
12/20/2023	AWB	100% FINAL	87
12/20/2023	AWB	100% FINAL	88
12/20/2023	AWB	100% FINAL	89
12/20/2023	AWB	100% FINAL	90
12/20/2023	AWB	100% FINAL	91
12/20/2023	AWB	100% FINAL	92
12/20/2023	AWB	100% FINAL	93
12/20/2023	AWB	100% FINAL	94
12/20/2023	AWB	100% FINAL	95
12/20/2023	AWB	100% FINAL	96
12/20/2023	AWB	100% FINAL	97
12/20/2023	AWB	100% FINAL	98
12/20/2023	AWB	100% FINAL	99
12/20/2023	AWB	100% FINAL	100

ENGINEERS/ARCHITECTS
AWB ENGINEERS

POHANKA
Automotive Group

2023 POHANKA KIA
SALISBURY, MARYLAND

SITE IMPROVEMENTS PLAN

SCALE: 1" = 30'

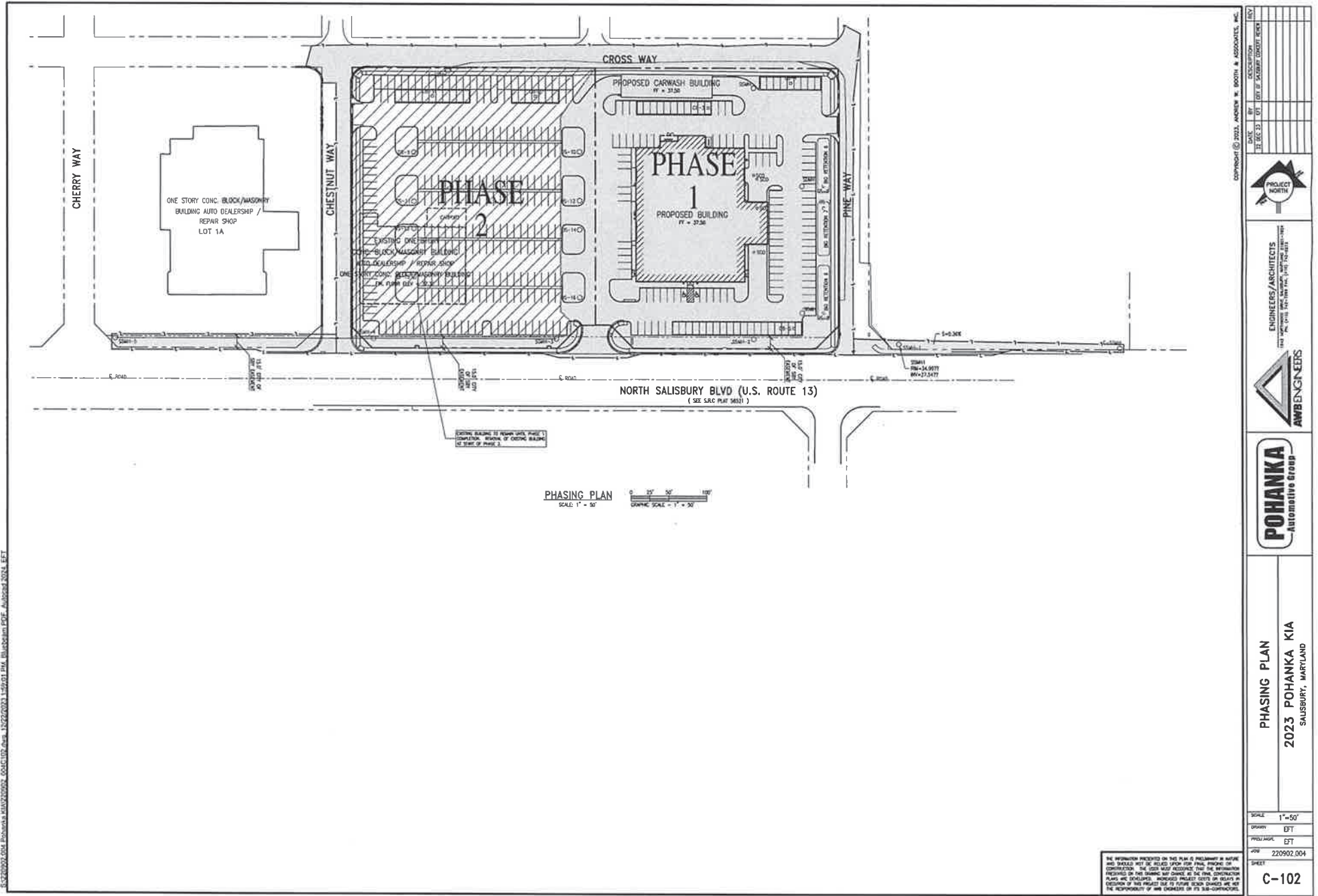
DRAWN: EFT

PREPARED: EFT

JOB: 220902.004

SHEET: C-103

S:\2020\004 Pohanka KIA\2020004 - 004\102.dwg 1/22/2023 1:49:01 PM Bluebeam PDF, AutoCAD 2024, EIT



DATE
11 DEC 23

BY
EIT

DESCRIPTION
CITY OF SALISBURY STREET

REV

PROJECT NORTH

ENGINEERS/ARCHITECTS
AWB ENGINEERS
1000 W. 10TH ST. SALISBURY, MD 21801
TEL: 410-326-1100 FAX: 410-326-1101

PHASING PLAN

2023 POHANKA KIA

SALISBURY, MARYLAND

SCALE
1"=50'

Drawn
EIT

PROJ. NO.
EIT

JOB
220902.004

SHEET
C-102

POHANKA
Automotive Group

THE INFORMATION PRESENTED ON THIS PLAN IS PRELIMINARY IN NATURE AND SHOULD NOT BE RELIED UPON FOR FINAL DESIGN OR CONSTRUCTION. THE USER MUST RECOGNIZE THAT THE INFORMATION PRESENTED ON THIS PLANING MAY CHANGE AS THE FINAL CONSTRUCTION PLANS ARE DEVELOPED. INCREASED PROJECT COSTS OR DELAYS IN COMPLETION OF THIS PROJECT DUE TO FUTURE DESIGN CHANGES ARE NOT THE RESPONSIBILITY OF AWA ENGINEERS OR ITS SUB-CONTRACTORS.

COPYRIGHT © 2023 ANDREW W. BOOTH & ASSOCIATES, INC.

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.



City of Salisbury

Jacob R. Day, Mayor

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, appearing to read "Dwight Ellis".

Dwight Ellis
Project Manager
Safford Auto Group





LOCATION SKETCH - NO SCALE



GENERAL NOTES

1. HORIZONTAL DATUM/COORDINATES REFLECT 83/91 MD GRID
2. IT IS THE OWNERS' INTENT TO ANNEX ALL OF LOTS "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 ROUTE 13 (NORTH SALISBURY BOULEVARD)
3. ZONING: WCOMCO COUNTY: C-2 (GENERAL COMMERCIAL DISTRICT) PROPOSED CITY OF SALISBURY: GC (GENERAL COMMERCIAL DISTRICT)

ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
1	N 89° 30' 20" E	9.89
2	N 89° 30' 20" E	47.57
3	N 89° 30' 20" E	42.43
4	N 89° 30' 20" E	42.43
5	N 89° 30' 20" E	42.43
6	N 89° 30' 20" E	42.43
7	N 89° 30' 20" E	42.43
8	N 89° 30' 20" E	42.43
9	N 89° 30' 20" E	42.43
10	N 89° 30' 20" E	42.43
11	N 89° 30' 20" E	42.43
12	N 89° 30' 20" E	42.43
13	N 89° 30' 20" E	42.43
14	N 89° 30' 20" E	42.43
15	N 89° 30' 20" E	42.43
16	N 89° 30' 20" E	42.43
17	N 89° 30' 20" E	42.43
18	N 89° 30' 20" E	42.43
19	N 89° 30' 20" E	42.43
20	N 89° 30' 20" E	42.43
21	N 89° 30' 20" E	42.43
22	N 89° 30' 20" E	42.43
23	N 89° 30' 20" E	42.43
24	N 89° 30' 20" E	42.43
25	N 89° 30' 20" E	42.43
26	N 89° 30' 20" E	42.43
27	N 89° 30' 20" E	42.43
28	N 89° 30' 20" E	42.43
29	N 89° 30' 20" E	42.43
30	N 89° 30' 20" E	42.43
31	N 89° 30' 20" E	42.43
32	N 89° 30' 20" E	42.43
33	N 89° 30' 20" E	42.43
34	N 89° 30' 20" E	42.43
35	N 89° 30' 20" E	42.43
36	N 89° 30' 20" E	42.43
37	N 89° 30' 20" E	42.43
38	N 89° 30' 20" E	42.43
39	N 89° 30' 20" E	42.43
40	N 89° 30' 20" E	42.43
41	N 89° 30' 20" E	42.43
42	N 89° 30' 20" E	42.43
43	N 89° 30' 20" E	42.43
44	N 89° 30' 20" E	42.43
45	N 89° 30' 20" E	42.43
46	N 89° 30' 20" E	42.43
47	N 89° 30' 20" E	42.43
48	N 89° 30' 20" E	42.43
49	N 89° 30' 20" E	42.43
50	N 89° 30' 20" E	42.43
51	N 89° 30' 20" E	42.43
52	N 89° 30' 20" E	42.43
53	N 89° 30' 20" E	42.43
54	N 89° 30' 20" E	42.43
55	N 89° 30' 20" E	42.43
56	N 89° 30' 20" E	42.43
57	N 89° 30' 20" E	42.43
58	N 89° 30' 20" E	42.43
59	N 89° 30' 20" E	42.43
60	N 89° 30' 20" E	42.43
61	N 89° 30' 20" E	42.43
62	N 89° 30' 20" E	42.43
63	N 89° 30' 20" E	42.43
64	N 89° 30' 20" E	42.43
65	N 89° 30' 20" E	42.43
66	N 89° 30' 20" E	42.43
67	N 89° 30' 20" E	42.43
68	N 89° 30' 20" E	42.43
69	N 89° 30' 20" E	42.43
70	N 89° 30' 20" E	42.43
71	N 89° 30' 20" E	42.43
72	N 89° 30' 20" E	42.43
73	N 89° 30' 20" E	42.43
74	N 89° 30' 20" E	42.43
75	N 89° 30' 20" E	42.43
76	N 89° 30' 20" E	42.43
77	N 89° 30' 20" E	42.43
78	N 89° 30' 20" E	42.43
79	N 89° 30' 20" E	42.43
80	N 89° 30' 20" E	42.43
81	N 89° 30' 20" E	42.43
82	N 89° 30' 20" E	42.43
83	N 89° 30' 20" E	42.43
84	N 89° 30' 20" E	42.43
85	N 89° 30' 20" E	42.43
86	N 89° 30' 20" E	42.43
87	N 89° 30' 20" E	42.43
88	N 89° 30' 20" E	42.43
89	N 89° 30' 20" E	42.43
90	N 89° 30' 20" E	42.43
91	N 89° 30' 20" E	42.43
92	N 89° 30' 20" E	42.43
93	N 89° 30' 20" E	42.43
94	N 89° 30' 20" E	42.43
95	N 89° 30' 20" E	42.43
96	N 89° 30' 20" E	42.43
97	N 89° 30' 20" E	42.43
98	N 89° 30' 20" E	42.43
99	N 89° 30' 20" E	42.43
100	N 89° 30' 20" E	42.43

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

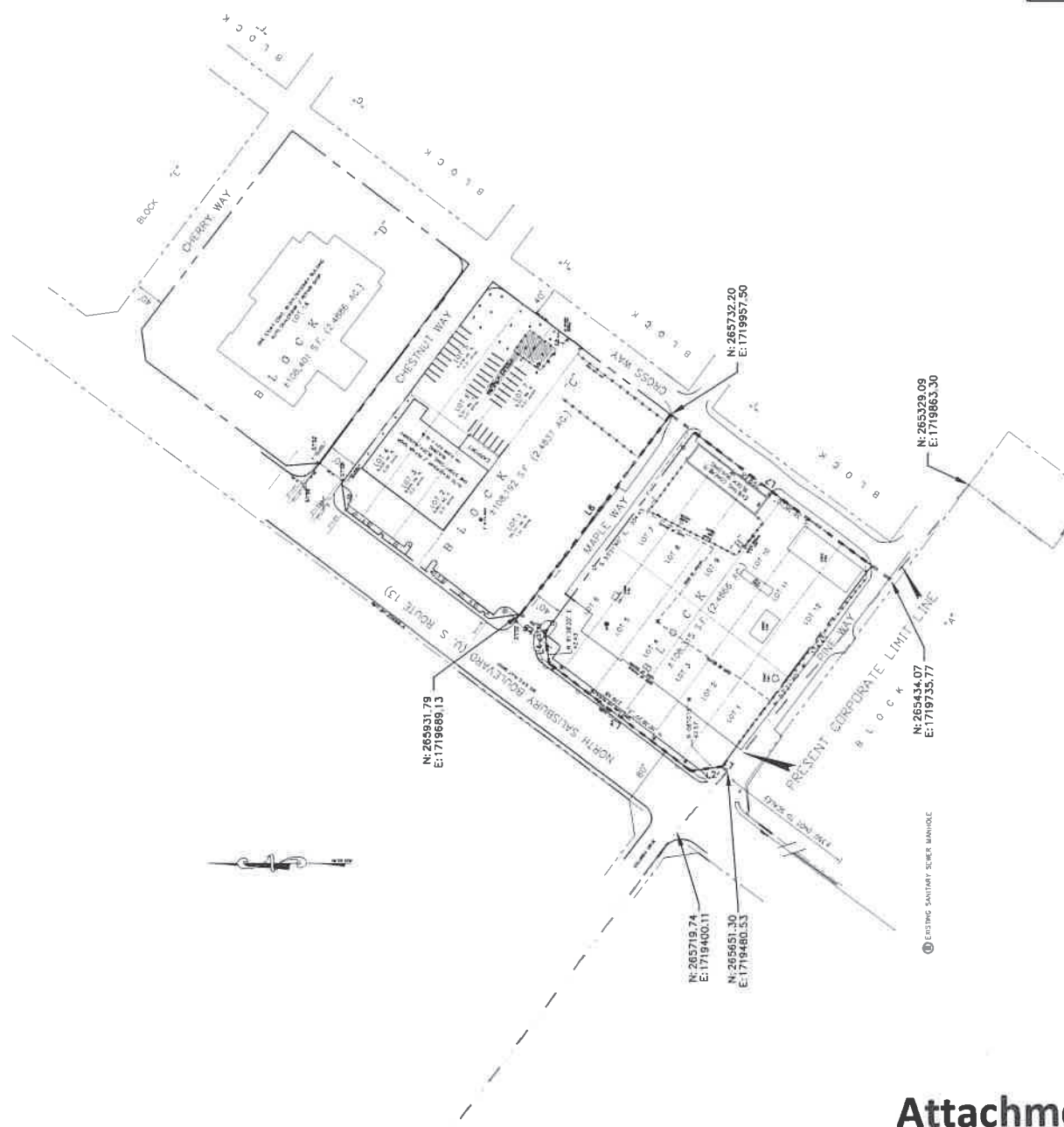
GRAMM SALISBURY PROPERTIES LLC

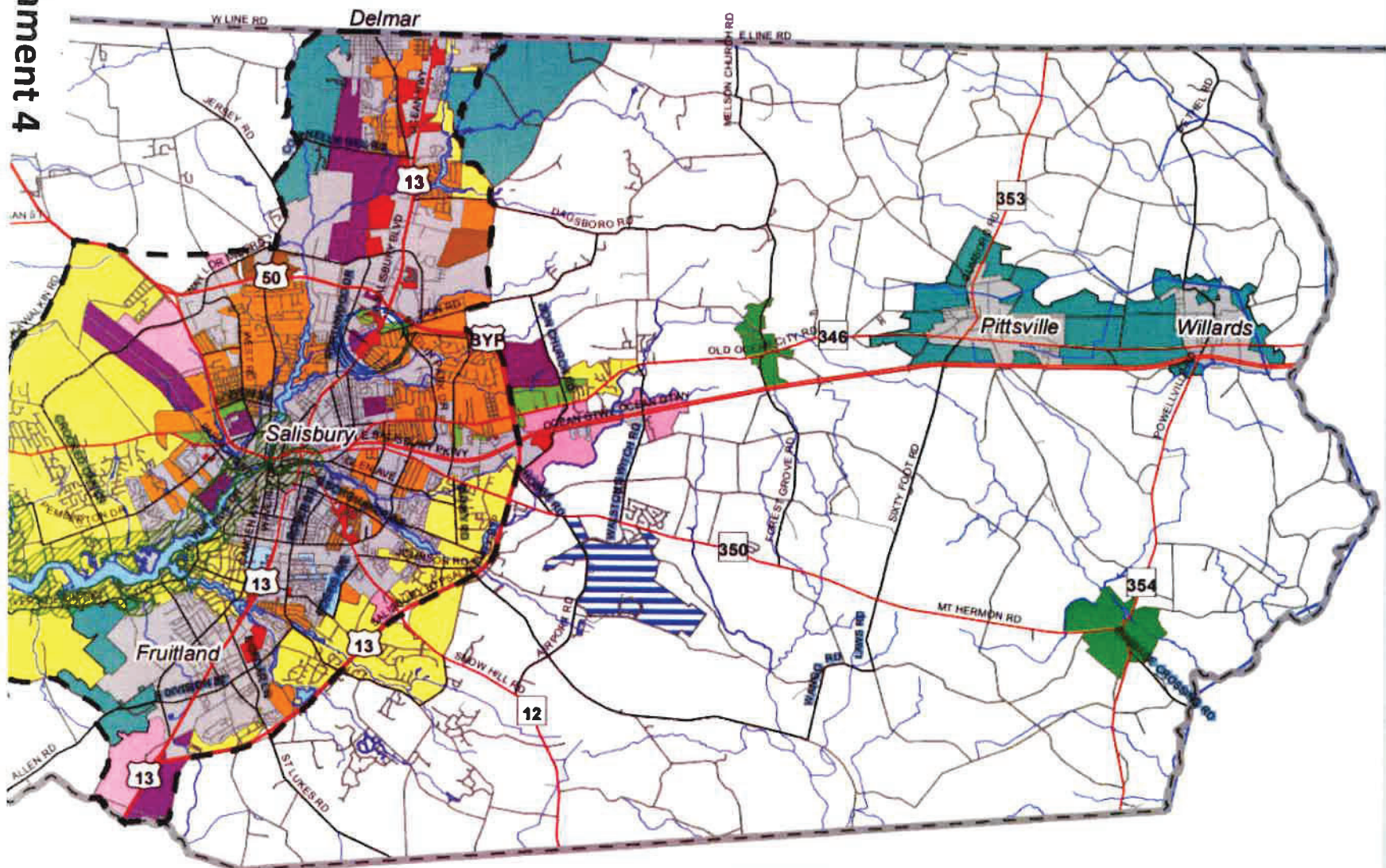
PROPOSED ANNEXATION

BRIAN M. DENNIS

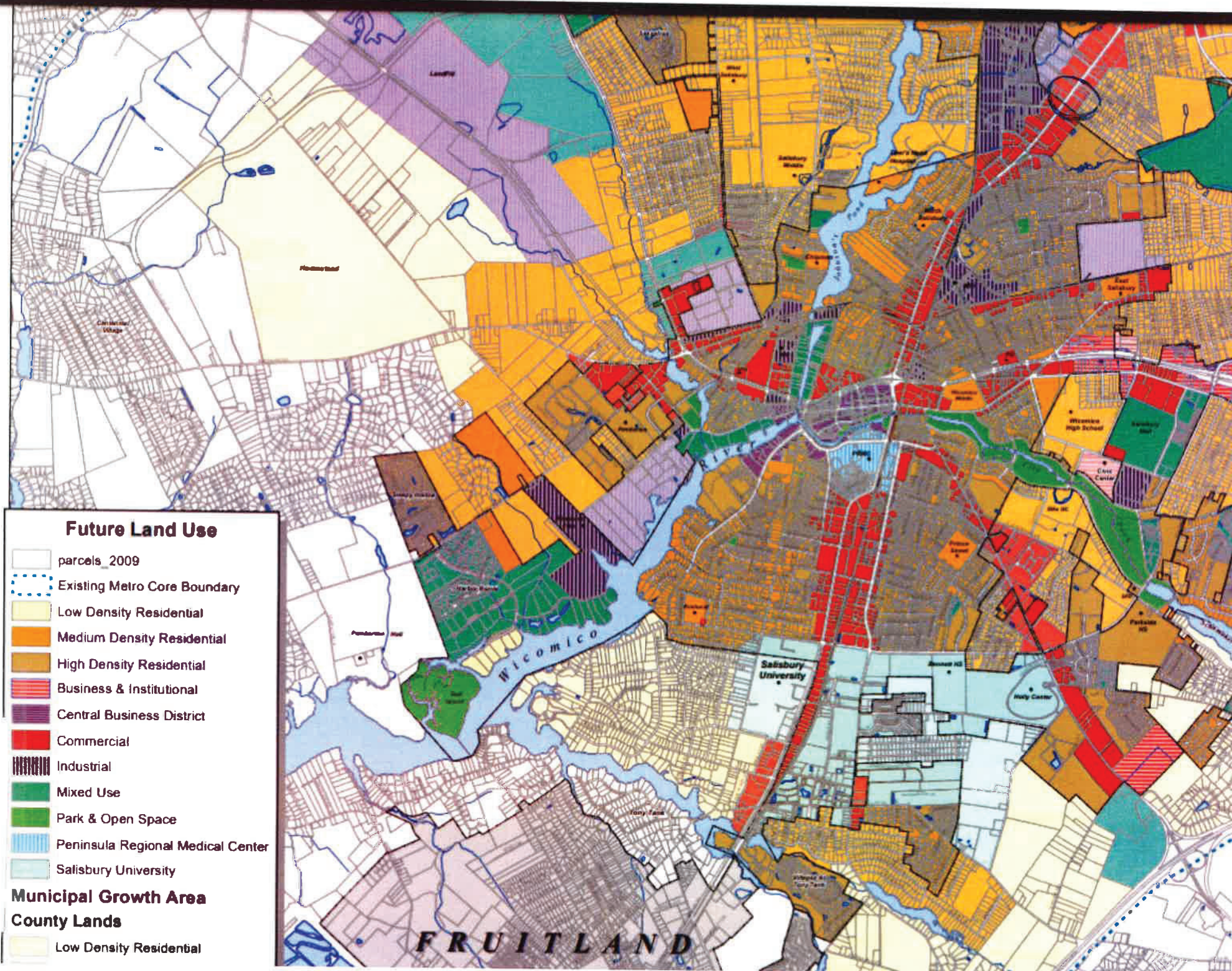
SCALE	1" = 100'	DATE	1 NOVEMBER 2021
DEED REF.	4336/21 P. 7,8,9	SUBD.	MAPLE PLAINS
PLAT REF.	217/19	LOT	BLOCK B
COUNTY	WCOMCO	DISTRICT	PARSONS NO.5
TAX MAP	29	PARCEL	17
F.L.R.M. MAP NO.	24945CD114E	ZONING	SEE GENERAL NOTE 3
PROJ. NO.	10-033-20	SURV/DRAW	BMU FB/11/14/20
		FLOOD HAZARD ZONE	X

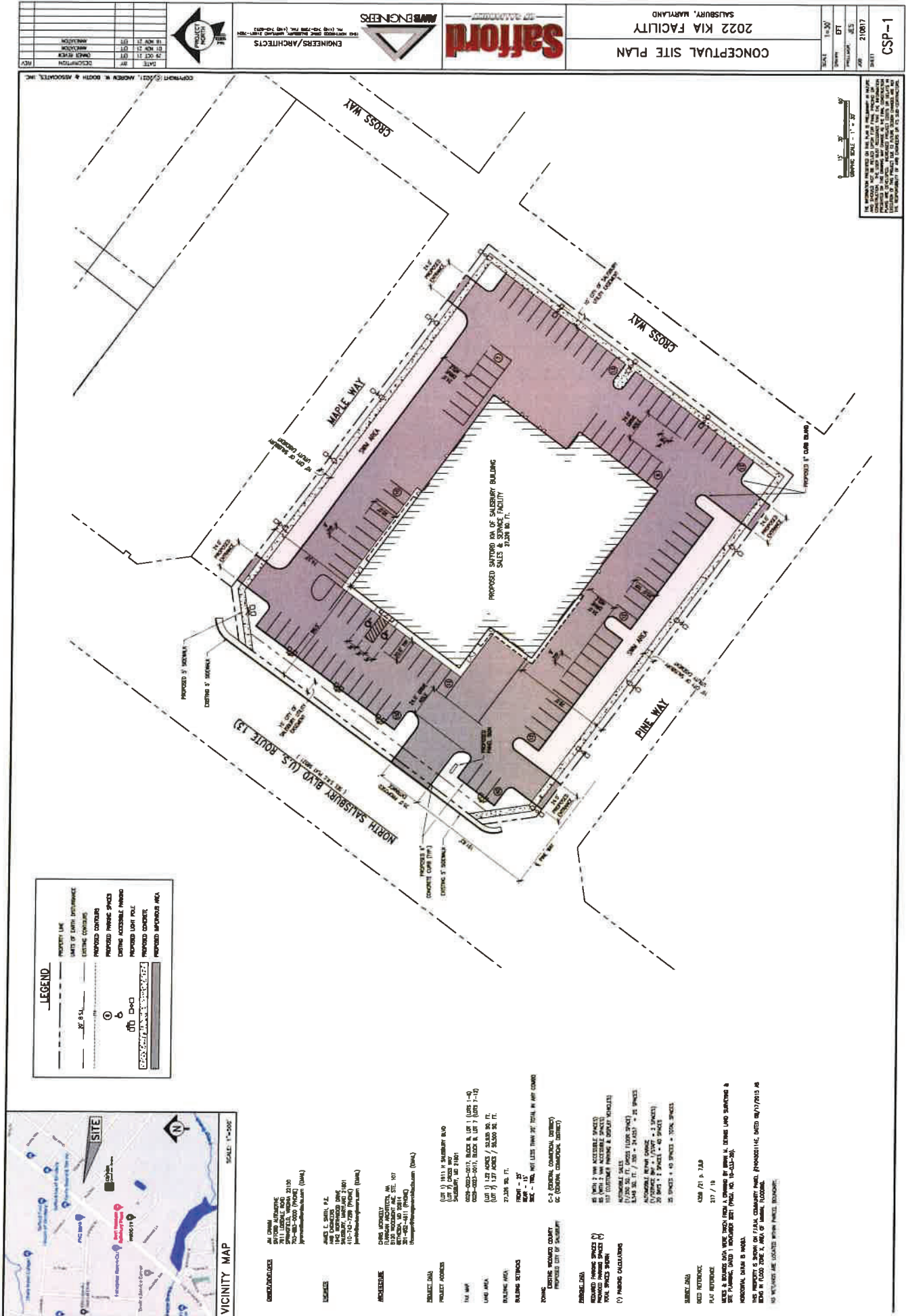
LAND SURVEYING & SITE PLANNING
 30319 Zion Road - Salisbury, MD 21804
 Telephone 443-783-4861





- | | |
|-------------------------------------------------------------------------------------|----------------|
|  | Airport |
|  | Commercial |
|  | Industrial |
|  | Light Bus |
|  | Low Density |
|  | Medium Density |
|  | High Density |
|  | Municipal |
|  | Salisbury |
|  | Town Centre |
|  | Urban Centre |
|  | Rural Village |







Safford KIA of Salisbury, MD



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 Randy Taylor

FROM: Jessie Turner

SUBJECT: Appointment

DATE: April 10, 2025

The following person has applied for appointment to the Election Board for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
John Rankin	April 2031

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

Attachments



To: Andy Kitzrow
From: Jennifer Miller
Director of Procurement
Date: March 12, 2025
Subject: RFP A-25-110 Electricity Supply Services

The current electricity supply contract for the City's municipal buildings and street lights expires in May 2025. As with previous years, it was recommended by the City's energy consultant that the Department of Procurement solicit competitive rates for the City's electricity supply to secure a contract that will provide long-term pricing for budget stability. The solicitation was posted on October 16, 2024, and the initial Step One pricing proposals were received on November 19, 2024, at 2:30 PM, local time.

The Procurement Department has chosen a two-step solicitation process. Step One consists of a qualifications review, data review, vendor "Electricity Purchase Agreement" review, and an initial pricing submittal. Only those vendors meeting the evaluative criteria for selection will be asked to proceed to the next step. Step Two consists of a Best and Final price proposal and proposed term of contract.

Due to price fluctuations in the energy market, there is a very short window of opportunity to reply to a vendor with acceptance of a pricing proposal. The Department of Procurement seeks City Council approval of a Resolution (attached) which would allow the Administration the ability to sign a contract with the responsive and responsible bidder offering the most favorable Best and Final price in lieu of an award approved at a legislative meeting of the City Council. This process was utilized for the previous energy supply procurements in 2018 (See Resolution 2826) and 2020 (Resolution 2973).

cc: Randolph J. Taylor
Tom Stevenson

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

A RESOLUTION OF THE CITY OF SALISURY TO AUTHORIZE THE CITY ADMINISTRATOR AND THE DIRECTOR OF PROCUREMENT TO ACT ON BEHALF OF THE CITY IN EXECUTING A CONTRACT FOR THE SUPPLY OF ELECTRICITY.

WHEREAS, electric deregulation became effective in July 2002 and the City of Salisbury is now purchasing electricity on the open market, with signed contracts ending May 2025; and

WHEREAS, the City of Salisbury has solicited bids for the City's electricity supply needs to provide electricity supply services in the City's best interest for up to 60 months, to initiate at the end of the existing term; and

WHEREAS, the goal of this procurement process is to allow flexibility in conducting the bid process and in responding to the daily changes in market prices for the selection of the optimum rates for the City's electricity accounts; and

WHEREAS, the current electricity market is extremely volatile, and decisions to award must be made within a short window to guarantee pricing;

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

Section 1: The City Administrator and the Director of Procurement, or their designees, for the City of Salisbury are authorized to act on behalf of the City to conduct an electricity procurement process in accordance with City purchasing regulations and to award and execute a contract for electricity supply services with the selected supplier before the close of the market the day price proposals are received, without further authorization or approval by Council.

Section 2: The City Administrator and the Director of Procurement, or their designees, will consult with the Mayor and/or the Council President either in person or on the phone, if available, on the recommended selection, but, nevertheless, they shall have the full authorization of the City to proceed with the selection and contract award on behalf of the City of Salisbury.

AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY

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

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

Section 5. 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 5.

48
49 **THE ABOVE RESOLUTION** was introduced and read aloud and passed at the regular
50 meeting of the Council of the City of Salisbury held this 14 day of April 2025 and is to become effective
51 immediately upon adoption.
52

53 **ATTEST:**
54
55

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

_____ **D'Shawn M. Doughty, City Council President**
59

60
61 Approved by me, this _____ day of _____, 2025.
62
63

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



To: City Council

From: Scott Roberts, Assistant Director of ABCD & Caroline O'Hare, Events and Culture Manager

Subject: Budget Amendment for 2025 Maryland Folk Festival

Date: 2/20/25

The Arts, Business and Culture Department (ABCD) is requesting consideration for an amendment to appropriate funds for the 3rd Annual Maryland Folk Festival that is scheduled for September 19-21, 2025. These funds will be utilized for all facets of festival operations including staffing, production fees, artist fees, equipment, staging, lighting, and more.

The City of Salisbury has determined that \$86,000 will be required for this program to be transferred from the General Fund in addition to the revenues estimated below.

ABCD has determined that \$212,000 in appropriations are required for the 2025 Maryland Folk Festival event, exclusive from grant funding as outlines below.

The current forecast for the MDFF FY25 Revenues is as follows:

Event Revenues (Vendors)	\$15,000
Sponsorships and Donations	\$197,000
<u>Transfer – General Fund</u>	<u>\$86,000</u>
Total	\$298,000

In addition, there are \$81,000 in grant applications that have been awarded and another \$50,000 anticipated. These funds will be utilized for contractual support and operating expenses associated with the Folklife Traditions Area.

The mission of the Maryland Folk Festival is to celebrate our community's rich artistic vibrancy and diversity by offering unique experiences to express cultural traditions through music, dance, food, crafts and other folk arts.

Attachment: Budget Amendment Ordinance

ORDINANCE NO. 2928

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A
BUDGET AMENDMENT TO APPROPRIATE FUNDS FOR THE 2024 AND
2025 MARYLAND FOLK FESTIVALS.**

WHEREAS, the City of Salisbury is planning the 2025 Maryland Folk Festival; and

WHEREAS, the Arts, Business, and Culture Department has determined \$212,000 in appropriations are required for the 2025 Maryland Folk Festival, exclusive of grant funding; and

WHEREAS, the City of Salisbury has also determined that \$86,000 must be transferred from the General Fund for the 2024 Maryland Folk Festival to cover additional expenses through the end of the fiscal year.

WHEREAS, the appropriations 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 funds for the 2024 and 2025 Maryland Folk Festivals in the amount of \$298,000.

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

Section 2. The City of Salisbury's FY 25 General Fund Budget be and hereby amended as set forth below:

Increase (decrease)	Account Type	Account	Description	Amount
Increase	Revenue	01000-469810	Current Year Surplus	\$86,000
Increase	Expenditure	91001-599105	Transfer Special Revenue Fund	\$86,000

Section 3. The City of Salisbury's Maryland Folk Festival Special Revenue Fund be and hereby amended as set forth below:

Increase (decrease)	Account Type	Account	Description	Amount
Increase	Revenue	10125-469110- 73053	Transfers from General Fund	\$86,000
Increase	Revenue	Various	Anticipated revenues as set forth Exhibit A	\$212,000
Increase	Expenditure	Various	2025 Maryland Folk Festival	\$212,000
Increase	Expenditure	10125-501001- 73053	Salaries Clerical	\$65,000

Increase	Expenditure	10125-502010-73053	Fica	\$2,000
Increase	Expenditure	10125-502020-73053	Health Insurance	\$13,000
Increase	Expenditure	10125-502040-73053	Retirement	\$6,000

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 7. 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 March, 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 14 day of April, 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

Exhibit A – 2025 MD Folk Festival

Account Number	Description	Budget
10125-456123-73063	Vendor Revenue	\$15,000.00
10125-456124-73063	Sponsorships	\$197,000.00
Total Revenues		\$212,000.00
Account Number	Description	Budget
10125-513000-73063	Professional Services	\$83,200.00
10125-513100-73063	Artist Fees	\$58,500.00
10125-546006-73063	Operating	\$23,900.00
10125-546012-73063	Equipment & Maintenance	\$46,000.00
10125-555402-73063	Cellular Phones	\$400.00
Total Expenses		\$212,000.00