



CITY OF SALISBURY
115 S. Division Street, Salisbury, MD 21801

LEGISLATIVE SESSION
125 N Division Street, Room 301, Salisbury, MD, 21801
Monday, May 12, 2025 6:00 PM

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 - Rev. Howard Travers - Nu-Lyfe Church

PRESENTATION AND ADOPTION OF LEGISLATIVE AGENDA

CONSENT AGENDA

- Meeting Minutes for Approval
October 21, 2024 Work Session
November 4, 2024 Work Session
November 12, 2024 Legislative Session
November 18, 2024 Work Session
November 25, 2024 Legislative Session
December 2, 2024 Work Session

RESOLUTIONS

- Annexation Request - Pine Way - Pohanka Kia (a/k/a Pohanka 1)
Resolution No. 3382 - to annex certain land to be known as "Pine Way - Pohanka Kia Annexation", as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 2.954 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation
- Zoo Commission
Resolution No. 3395 - appointing Brad Phillips for term ending May 2028
- Zoo Commission
Resolution No. 3396 - appointing Brett Murphy for term ending May 2028
- Sustainability Advisory Committee
Resolution No. 3397 - re-appointing Elise Trelegan for term ending May 2028
- Resolution Authorizing the Mayor to Submit the PY 2025 CDBG Plan to HUD
Resolution No. 3398 - to approve the City's Action Plan for Community Development Block Grant (CDBG) Program Year 2025

ORDINANCES

- Budget Ordinance - Park Well Field Water Main - 2nd Reading
Ordinance No. 2929 - authorizing the Mayor to appropriate funds for the park well field raw water line replacement project

- Funds from the Maryland State Arts Council - 2nd Reading
Ordinance No. 2930 - 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 \$10,000 and to approve a budget amendment to the grant fund to appropriate these funds for expenses associated with the planning process for a new art installation in the City Park.
- LGIT Reimbursement - FY25 Budget Amendment - 1st reading
Ordinance No. 2933 - approving a Budget Amendment of the FY2025 General Fund budget to appropriate funds to the Salisbury Fire Department's Operating Budget after the city has been reimbursed \$1,863.05 from insurance proceeds for repairs to the Assistant Chief's vehicle.
- Community Legacy Grant Ordinance & Agreement - Union Railway Station Stabilization Project Phase 2 - 1st Reading
Ordinance No. 2934 - 1) Authorize the Mayor to enter into a contract with the Department of Housing and Community Development for the purpose of accepting grant funds in the amount of \$250,000; 2) Authorize the Mayor to enter into a sub recipient agreement with Railroad Avenue Investments, LLC and 3) To approve a budget amendment to the grant fund to appropriate the aforementioned funds to be used for eligible expenses associated with the Union Railway Station Stabilization Project.
- FY2026 Budget Ordinance
Ordinance No. 2935 - appropriating the necessary funds for the operation of the government and administration for the period July 1, 2025 to June 30, 2026, establishing the levy for the General Fund for the same fiscal period and establishing the appropriation for the Water and Sewer, Parking Authority, City Marina, and Storm Water Funds.
- FY2026 Water Sewer Rates-Mayor Level
Ordinance No. 2936 - to amend Water and Sewer rates to increase by 6% and making said changes effective for all bills dated October 1, 2025 and thereafter, unless and until subsequently revised or changed.
- FY2026 Fee Ordinance
Ordinance No. 2937 - to set fees for FY2026 and thereafter unless and until subsequently revised or changed.

PUBLIC COMMENT

ADJOURNMENT/CONVENE IN WORK SESSION

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



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WORK SESSION
MEETING MINUTES
OCTOBER 21, 2024

PUBLIC OFFICIALS PRESENT

Council President D'Shawn M. Doughty, Council 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, Fire Chief Rob Frampton, Arts, Business & Culture Director Allen Swiger, Infrastructure and Development Director Nick Voitiuc, Housing and Community Development Director Muir Boda, City Clerk Julie English, City Attorney Ashley Bosché

WELCOME/ANNOUNCEMENTS

The City Council convened in a Work Session on October 21, 2024 at 4:30 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street. President Doughty began by stating they would convene in a special legislative session immediately following the work session and reminded everyone that the meeting for Monday, October 28th was canceled. He acknowledged that there was a full council this week.

After reviewing the emergency exit instructions, President Doughty invited Fire Chief Rob Frampton for a statistical Fire Department review.

PRESENTATIONS

3rd Quarter Statistical Fire Department Review

Chief Frampton reported that the department had experienced an increase in calls, which resulted in less downtime for their providers. He highlighted the department's success in cardiac arrest survival rates and the administration of 199 doses of Narcan. Additionally, Chief Frampton shared that there had been 70 opioid-related calls in 2024 so far. He discussed the significant workload faced by the Fire Marshal's office. The office completed 120 building reviews, conducted 586 inspections, and collected \$432,000 in revenue thus far. Chief

45 Frampton emphasized the ongoing efforts to update its mission statement, which had not been
46 revised since 2000. He reminded council that Fire Prevention Month occurred in October but
47 fire safety should be practiced year-round. In response to a question from President Doughty
48 about the potential timeframe for hiring additional staff, Chief Frampton indicated that there
49 was no immediate need.

50
51 Mr. Kitzrow added that any future hiring would likely involve staffing an entire shift rather than
52 just a few individuals.

53
54 Ms. Jackson inquired whether the 70 opioid-related calls had all been overdoses, to which Chief
55 Frampton clarified that they varied in nature. She then asked if the number had increased
56 compared to last year, and he confirmed that it had. Ms. Gregory asked whether the GIS
57 community risk assessment tool would allow families to look up response times for their areas,
58 and Chief Frampton assured her it would. Ms. Blake raised the topic of the Fire Service
59 Agreement. Chief Frampton responded that ongoing meetings were taking place and that
60 progress was being made in a positive direction.

61
62 Mayor Taylor then asked for Chief Frampton's thoughts on reducing calls to nursing homes.
63 Chief Frampton acknowledged the impact of the S.W.I.F.T. team's outreach but suggested that
64 it would be difficult to significantly reduce those calls. Finally, Mayor Taylor asked whether the
65 long-term vision for addressing opioid-related calls involved collaboration with the recovery
66 agency. Chief Frampton affirmed this vision, noting that partnerships with entities like the
67 police department and the Recovery Resource Center would help provide individuals with the
68 care and resources they needed to regain employment and housing, while also allowing the
69 department to track their progress.

70
71 Here is Home Presentation
72 City Administrator Andy Kitzrow began by providing an overview of the Here Is Home incentive
73 program, highlighting the three main programs within it with the Housing Expansion Incentive
74 Program being the largest. He explained that a new tax credit for properties under renovation
75 was expected to stimulate neighborhood housing development. Since the program's inception,
76 67 projects had been initiated, encompassing 8,100 units, including apartments and assisted
77 living facilities, with a total construction value of \$1.4 billion. Additionally, the program had
78 generated an annual property tax assessment of \$11.7 million, with higher initial costs but
79 promised long-term returns. The active pipeline included 29 projects with 4,200 units, valued at
80 \$617 million in construction, and a projected annual tax revenue of \$5 million.

81
82 Ms. Dashiell inquired about the number of projects in the pipeline, the associated deadlines,
83 and whether affordable housing was included in these incentives. Mr. Kitzrow clarified that the
84 projects in the pipeline had submitted applications and continued to show interest in the
85 program. He noted that the deadlines for these projects depended on the type of units being
86 constructed. He also indicated that further discussion would be necessary to determine
87 whether these deadlines needed to be extended. President Doughty clarified that Mr. Kitzrow
88 was presenting the original Here Is Home program from 2020-2021, at a time when affordable

89 housing was not part of the conversation. Mr. Kitzrow responded by noting that there was
90 potential to incentivize affordable housing for redevelopment if the program continued.

91
92 Finally, President Doughty asked for Mayor Taylor’s thoughts on the Here Is Home program and
93 its future. Mayor Taylor expressed concerns about the slow pace of housing construction,
94 particularly with larger builders controlling the supply. He highlighted that demand for housing
95 remained high, yet available options were both limited and expensive. He concluded by
96 emphasizing the need for increased production of both rental and for-purchase units to better
97 meet the demand.

98
99 Ordinance amending Title 8 of the Salisbury City Code, entitled “Health and Safety,” to allow for
100 electronic communication as an option for warning letters for municipal code violation notices

101
102 Mr. Boda explained that this ordinance would provide a more efficient process in how the city
103 communicates their corrective action letters to property owners within the city.

104
105 Having no Council comments, unanimous consensus was reached to move this forward to
106 Legislative Session.

107
108 Ordinance approving an amendment of the City’s budget to accept and appropriate donated
109 funds from the Salisbury Zoo Commission, Inc. for the completion of the Andean Bear Exhibit
110 Design Phase

111
112 Mr. Swiger stated that the donation of \$54,000 from the Zoo commission would allow them to
113 complete the design phase of the Andean Bear Exhibit and would allow them to move forward
114 with other real capital campaigns.

115
116 Having no comments, Council reached unanimous consensus to move this forward to
117 Legislative Session.

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119 Ordinance to amend Chapter 12.20 – Chesapeake Bay Critical Area Overlay District – of the
120 Salisbury Municipal Code to reflect changes to the Natural Resources article of the Maryland
121 Annotated Code and to adopt a critical area district map

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123 Mr. Voitiuc presented the adoption of the full finalized version of the critical area map. He
124 stated that this was presented to council in February but the maps were lacking detail on
125 specific zones. The maps had been updated and reviewed by the Planning Commission.

126
127 Having no comments, Council reached unanimous consensus to move this forward to
128 Legislative Session.

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130 ADJOURNMENT/ CONVENE IN SPECIAL LEGISLATIVE SESSION

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132 With no further business to discuss, the Work Session adjourned at 5:09 p.m.

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City Clerk

Council President



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WORK SESSION
MEETING MINUTES
NOVEMBER 4, 2024

PUBLIC OFFICIALS PRESENT

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

PUBLIC OFFICIALS ABSENT

Mayor Randy Taylor

STAFF IN ATTENDANCE

City Administrator Andy Kitzrow, Fire Chief Rob Frampton, Deputy Chief Chris O'Barsky, Assistant Chief of Logistics Chris Twilley, City Clerk Julie English, City Attorney Ashley Bosché

WELCOME/ANNOUNCEMENTS

The City Council convened in a Work Session on November 4, 2024 at 4:30 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 invited Assistant Chief Chris Twilley to present an ordinance.

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 Twilley explained that funds from the turnout gear account were used to pay for the water leak and asked for those funds to be returned to that account.

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

Comprehensive Plan Discussion

Mr. Kitzrow explained that the city had hired Mead and Hunt to assist with the comprehensive plan, but there have been concerns about their work. The city was considering handling the plan internally, though council members expressed concerns about this decision. A discussion

45 followed regarding the city's commitment to completing the plan on time and ensuring it
46 reflected public input. Some council members suggested additional public meetings and
47 requested access to the draft version of the document. Mr. Kitzrow stated that the city aimed
48 to: complete a nearly-final draft by December, hold focus group discussions in January, and
49 potentially schedule a public hearing in February or March. President Doughty expressed
50 concern about the process, noting that \$160,000 had been allocated for the comprehensive
51 plan and zoning update, with \$60,000 already spent. He added that cities typically do not
52 undertake such tasks internally and that the State would likely prefer external guidance. He
53 believed a firm should be leading the process. Mr. Kitzrow clarified that the agreement with
54 Mead and Hunt had not been terminated, but his team needed to align on expectations.
55 President Doughty recommended that the council be involved in the internal conversations,
56 and Ms. Jackson agreed, emphasizing the importance of providing accurate information to their
57 constituents. Mr. Kitzrow reiterated that he wanted his team to be aligned before making the
58 document available for public input.

59

60 Lots 1, 11, 15 Discussion

61 President Doughty requested an update from Mr. Kitzrow regarding the potential closure of
62 Lots 1, 11, and 15. Mr. Kitzrow informed the Council that a message had been sent to the
63 permitholders outlining the Mayor's Office stance on the closures. He also stated that the
64 declaratory relief statement had been finalized and would be filed either today or tomorrow.
65 He assured the Council that the city had not lost access to these lots and would pursue legal
66 action if necessary. While there had been no positive movement, he hoped to have clarity on
67 who controlled the parking lots by next week. President Doughty emphasized the importance of
68 continued conversation and urged the council to remain involved in the discussions.

69

70 October Planning and Zoning Discussion

71 President Doughty expressed concerns about the last Planning and Zoning meeting, particularly
72 the density amendment and staff report. Mr. Kitzrow explained that the Department of
73 Infrastructure and Development had met with the Mayor to discuss staff reports and tactics,
74 though Mr. Kitzrow was not part of that meeting. He added that Deputy City Administrator Tom
75 Stevenson attended on his behalf. President Doughty inquired why Mr. Kitzrow was not
76 involved, emphasizing that the City Administrator should lead these discussions. He stressed
77 that the Mayor should not be directly engaging with staff on these matters. Ms. Gregory also
78 agreed that the City Administrator should be at the forefront of these discussions. Mr. Kitzrow
79 believed the Department of Infrastructure and Development should be involved when dealing
80 with zoning and amendments, adding that meetings were taking place to evaluate the text
81 amendment and ensure a strong staff report. Ms. Dashiell expressed interest in receiving a copy
82 of the comprehensive plan. She believed her comments were not relevant when legal issues
83 were involved, though she strongly felt that density should not be a one-size-fits-all approach
84 and changes to the zoning code should be reviewed and implemented.

85

86 Employment Position Discussion

87 President Doughty brought up concerns regarding a position that the council had voted to
88 retain within the city, only to later learn that the position, along with the person filling it, no

89 longer existed. Mr. Kitzrow explained that the Department of Infrastructure and Development
90 had experienced significant staff transitions and vacancies for an extended period of time. He
91 mentioned that the department had been restructured and the new director was still adjusting.
92 He noted that several positions remained vacant, and the department was working through the
93 challenges of being understaffed. President Doughty pointed out that while positions may exist,
94 the Mayor's office had the authority to choose not to fill them. Mr. Kitzrow confirmed that
95 some positions were actively being recruited for, while others were intentionally left vacant at
96 that time. Ms. Jackson expressed concern about hiring practices, particularly the firing of people
97 of color, noting the city's diverse population but lack of diversity among city employees. She
98 emphasized the need for action to prevent potential lawsuits. President Doughty reiterated that
99 the council wanted to be part of these discussions and help facilitate the conversation. He
100 expressed frustration with lack of communication and closed-door meetings. He urged the
101 administration to get a handle on them and expressed disappointment in the way things had
102 been handled over the past year, demanding improvements moving forward. Ms. Jackson
103 stressed the importance of being well-prepared as a city council member.

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105 ADMINISTRATION UPDATES/COMMENTS

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107 Mr. Kitzrow announced that the Wild Vibes Festival was scheduled for this upcoming Saturday,
108 with tickets still available for purchase. He expressed disappointment in the council during the
109 meeting, stating he felt blindsided by a late email and the lack of prior discussion before the
110 meeting took place. Mr. Kitzrow emphasized that without mutual respect, he and the Mayor
111 would need to reassess their roles and participation in future meetings if it continued.

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113 COUNCIL COMMENTS

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115 Ms. Dashiell apologized to Mr. Kitzrow for the lack of decorum and respect displayed, stating
116 that such behavior was unacceptable. She agreed with Ms. Jackson regarding the importance of
117 hiring practices and reviewing percentages, but she believed people were let go for valid
118 reasons and did not consider it a race issue. Ms. Dashiell expressed confidence in the individuals
119 currently in place and apologized for Mr. Kitzrow feeling attacked. She extended thanks to
120 those who spoke at the Eastern Shore Delegation lunch. She acknowledged Chief Meienschein
121 for discussing the legislative considerations the city was facing and thanked Derrick Jarmon for
122 his presentation on the Maryland Folk Festival – noting the event raised \$12,000 through the
123 bucket brigade. Lastly, she encouraged everyone to visit the Community Foundation's website
124 to learn more about their 40 years of service to the community.

125

126 Ms. Gregory mentioned that tickets were still available for the Wild Vibes Festival. She
127 expressed her understanding of the administrations frustration but pointed out that the council
128 shared in the frustration. She highlighted the significant investment of time and resources that
129 had already been put into the Comprehensive Plan. She felt blindsided by the decision to
130 possibly scrap those investments. Ms. Gregory noted that members of the community likely felt
131 the same way and that the frustration was mutual. She clarified that she did not believe
132 anything said during the meeting was intended maliciously.

133
134 As always, Ms. Blake encouraged everyone that was healthy enough to donate blood and
135 plasma and to become organ donors.

136
137 Ms. Jackson addressed Mr. Kitzrow, assuring him that no one was targeting him and that there
138 was no personal vendetta. She expressed her intention to speak her mind, emphasizing that she
139 wanted what was right to prevail. Ms. Jackson stated that she did not wish to create enemies
140 but rather fight for the employees and her constituents. She thanked Mayor Taylor and Chief
141 Meienschein for attending the Trunk or Treat event in her district. Additionally, Ms. Jackson
142 advertised for the upcoming 8th Annual Senior Citizen Christmas Dinner and Gift Giveaway.

143
144 President Doughty encouraged everyone to exercise their right to vote, emphasizing the
145 importance of participation. He shared that he felt blessed to be held accountable and to hold
146 others accountable. President Doughty expressed his belief in having a voice and the ability to
147 use it, stating that everything he spoke was for the benefit of the people. He assured the group
148 that he would continue to fight for what was right.

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150 Ms. English clarified that the meeting next week would be held on Tuesday at Headquarters.

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152 ADJOURNMENT

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154 With no further business to discuss, the Work Session adjourned at 5:25 p.m.

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157 City Clerk

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161 Council President

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LEGISLATIVE SESSION
MEETING MINUTES
NOVEMBER 12, 2024

PUBLIC OFFICIALS PRESENT

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

STAFF IN ATTENDANCE

City Administrator Andy Kitzrow, Fire Chief Rob Frampton, Housing and Community Development Director Muir Boda, 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 November 12, 2024 at 6:00 p.m. in the Multipurpose Room located at 115 S. Division Street. After reviewing the emergency exit instructions, President Doughty acknowledged City Council Intern Kaitlyn Twardowski. He also acknowledged all the veterans that were present for Veteran's Day. President Doughty asked everyone to stand for the Pledge of Allegiance.

MOMENT OF SILENCE

A moment of silence was taken.

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 5-0 to approve the legislative agenda.

CONSENT AGENDA – presented by City Clerk Julie English

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

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Ms. English presented the following items:

- August 5, 2024 Closed Session #2 Minutes
- August 12, 2024 Legislative Session Minutes
- Resolution No. 3370 – to re-appoint Katherine Jones to the Disability Advisory Committee for term ending November 2027
- Resolution No. 3371 – to re-appoint Noah Bressman to the Sustainability Advisory Committee for term ending November 2027
- Resolution No. 3372 – to re-appoint Alexander McRae to the Bicycle and Pedestrian Advisory Committee for term ending November 2027

Having no council comments, the vote was 5-0 to approve the consent agenda.

AWARD OF BID – Presented by Procurement Director Jennifer Miller

President Doughty entertained a motion and a second to approve the Award of Bid. Ms. Jackson motioned and Ms. Dashiell seconded.

- ITB 25-106 Sewer Vacuum Truck - \$565,033.92

Council had no questions or comments and the vote was 5-0 in favor.

ORDINANCES – presented by City Attorney Ashley Bosché

- Ordinance No. 2897 – 2nd reading – amending Title 8 of the Salisbury City Code, entitled “Health and Safety,” to allow for electronic communication as an option for warning letters for municipal code violation notices

Ms. Dashiell raised a question regarding registered emails. Mr. Boda and City Administrator Andy Kitzrow both stated the City was in the process of collecting emails with the new software.

Ms. Jackson motioned and Ms. Blake seconded. The vote was 5-0 to approve Ordinance No. 2897 for second reading.

- Ordinance No. 2898 - 2nd reading – approving an amendment of the City’s budget to accept and appropriate donated funds from the Salisbury Zoo Commission, Inc. for the completion of the Andean Bear Exhibit Design Phase

Ms. Jackson motioned and Ms. Dashiell seconded, and the vote was 5-0 to approve Ordinance No. 2898 for second reading.

- Ordinance No. 2899- 2nd reading – to amend Chapter 12.20 – Chesapeake Bay Critical

88 Area Overlay District – of the Salisbury Municipal Code to reflect changes to the Natural
89 Resources article of the Maryland Annotated Code and to adopt a Critical Area District
90 map

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92 Ms. Jackson motioned and Ms. Dashiell seconded, and the vote was 5-0 to approve
93 Ordinance No. 2899 for second reading.

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- 95 • Ordinance No. 2900- 1st reading – approving a budget amendment of the FY2025
96 General Fund Budget to appropriate funds to the Salisbury Fire Department’s Operating
97 Budget

98

99 Ms. Blake motioned and Ms. Jackson seconded, and the vote was 5-0 to approve Ordinance No.
100 2900 for first reading.

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102 PUBLIC COMMENTS

103

104 The following public comments were made:

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- 106 • Speaker #1 commended the Field Operations department for promptly addressing and
107 fixing his water issue. He was not in favor of how last week’s Work Session was conducted.
108 He expressed his support for the comprehensive plan being reviewed by the executive
109 branch. Additionally, he suggested that President Doughty should recuse himself from
110 voting at the Planning and Zoning meeting.
- 111 • Speaker #2 believed there was not enough commuter transportation in the city and would
112 like to see a bus depot transit center in Lot 10.
- 113 • Speaker #3 was not in favor of how last week’s Work Session was handled. She stated she
114 would have attended if she knew about the 5 added agenda items. She was concerned
115 that her verbal and written requests to place an item on the agenda were being ignored
116 by Council.
- 117 • Speaker #4 believed community input was crucial for the Comprehensive Plan. She
118 commented that ignoring their valuable feedback would silence the people who were
119 directly affected by these decisions.
- 120 • Speaker #5 echoed Speaker #4. He spoke on how the community needed to be involved
121 with the Comprehensive Plan.
- 122 • Speaker #6 was not in favor of the executive branch wasting the taxpayers time and
123 money due to the comprehensive plan being reviewed internally and not by the hired
124 external experts.
- 125 • Speaker #7 thanked the Council for raising questions about the Comprehensive Plan to
126 administration during last week’s Work Session. She also was not in favor of the
127 Comprehensive Plan being reviewed internally and believed there needed to be
128 community engagement during the process.

- 129 • Speaker #8 believed the comprehensive plan should include input from the community
130 and the Council. He respectfully asked that they be involved in the process moving
131 forward.
- 132 • Speaker #9 had concerns about the homeless community being pushed out of a public
133 park and agreed with Speaker #8 regarding the Comprehensive Plan.
- 134 • Speaker #10 thanked President Doughty for advocating for the residents of Salisbury. She
135 spoke on concerns referencing the housing crisis and homeless. She shared Speaker #9's
136 concern about the homeless being kicked out of a public park. She also asked for an
137 update on the Riverwalk barriers.
- 138 • Speaker #11 had concerns about housing and the lack of resources out there for the
139 homeless community.
- 140 • Speaker #12 was not in favor of lot 15 being taken away since her tenants and employees
141 parked in that lot. She asked that people look at the facts and not just political bias.
- 142 • Speaker #13 was happy to be involved in affordable housing stakeholder interviews but
143 was not happy that the Mayor sat in on the interviews. She reached out to the state to see
144 what recourse the public had regarding the comprehensive plan.
- 145 • Speaker #14 addressed the unlevel sidewalks within the city. He stated that moving the
146 library to the former Ward Museum location was not the right thing to do, especially for
147 the people who walk.
- 148 • Speaker #15 was disappointed in the way the last meeting unfolded. She felt sticking with
149 the internal experts was the way to proceed with the comprehensive plan. She did not
150 agree with the developer and believed there were rules for a reason.
- 151 • Speaker #16, with regard to the comprehensive plan, wanted the city to be more
152 connected and was in favor of having a professional consultant help with the process.
- 153 • Speaker #17 thanked the Council for bringing up the topics they did at the previous work
154 session. She would like council to be part of the conversation when things like the
155 comprehensive plan were discussed.
- 156 • Speaker #18 gave a shout out to the Police Chief. However, he was concerned with how
157 he had been treated by the police department over the last few years.
- 158 • Speaker #19 mentioned that the proposed apartments were luxury housing, not
159 affordable. She was disappointed in how the last meeting was conducted.

162 ADMINISTRATION COMMENTS

163
164 Mr. Kitzrow focused on the importance of understanding the dynamic between the executive
165 and legislative branch. He stated the goal was to challenge current processes and improve the
166 departments performance by addressing frustrations and fostering better understanding. He
167 noted that Mead and Hunt would continue to be part of the process. There was concern that
168 not enough responses have been received from stakeholders and the community, and more
169 engagement was necessary before finalizing the plan. He stressed the importance of getting
170 things right before completing the plan and added that there would be a meeting next week to
171 review progress and ensure alignment moving forward. He added that as long as everything

172 stayed on track, a draft would be posted for review, allowing everyone to provide feedback. He
173 explained that in early January, input workshop sessions would be held and open to anyone
174 who wished to attend, providing opportunities for further public engagement. He concluded
175 that the goal was to present the plan at the Planning and Zoning meeting for a public hearing
176 scheduled for March.

177
178 Mayor Taylor stated that the comprehensive plan was 4 years past due. He said that it had been
179 put on pause due to not having enough substantial information. He asked for anyone to contact
180 his office with questions instead of jumping to conclusions. He wanted to improve the process
181 to allow for a better result.

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183 COUNCIL COMMENTS

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185 Ms. Gregory highlighted an event that would allow the public to provide feedback on the new
186 library location. She encouraged everyone to attend Third Friday.

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188 Ms. Dashiell shared that the cold weather men’s shelter would be opening and to pass the word
189 along to anyone in need. She stated that Council attended a unity event regarding a situation at
190 Salisbury University. She shared that Asbury had over 200 provisional voters and most were
191 college students.

192
193 Ms. Jackson applauded the young people who attended the meeting. She stated she would
194 always represent the city and speak up on hiring and firing practices. She concluded by sharing
195 that would be attending the Adopt a Block ribbon cutting on Benny Street.

196
197 Ms. Blake mentioned that she would not waive her privilege for closed sessions. She also stated
198 that Schumaker Manor roads had been addressed on multiple occasions and they did not meet
199 the criteria for repairs. As always, she asked that if you were healthy enough to donate blood
200 and plasma, and to become an organ donor.

201
202 President Doughty would be attending the Salvation Army Kettle Bell Breakfast. He shared
203 Veteran’s Day events that Council would be attending. He planned to attend the Frederick
204 Douglass sign unveiling. He shared that the Governor was on the eastern shore to name Harriet
205 Tubman as a General. He explained that Salisbury had missed the conversations for the federal
206 grants and studies regarding transportation but would like Council to get into those
207 conversations. He concluded by sharing that he had a productive meeting with administration
208 since the last council meeting.

209
210 ADJOURNMENT

211
212 With no further business to discuss, the Legislative Session adjourned at 7:46 p.m.

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215 City Clerk

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Council President



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WORK SESSION
MEETING MINUTES
NOVEMBER 18, 2024

PUBLIC OFFICIALS PRESENT

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

PUBLIC OFFICIALS ABSENT

Councilwoman April R. Jackson

STAFF IN ATTENDANCE

City Administrator Andy Kitzrow, Police Chief Dave Meienschein, Colonel Howard Drewer, Finance Director Sandy Green, City Clerk Julie English, City Attorney Ashley Bosché

WELCOME/ANNOUNCEMENTS

The City Council convened in a Work Session on November 18, 2024 at 4:30 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 invited Mike Dunn and Bill McCain to share their presentation.

PRESENTATION – presented by GSC President Mike Dunn and GSC Housing Task Force Chair Bill McCain

Greater Salisbury Committee White Paper

Mr. Dunn emphasized the importance of referencing the Federal Reserve's data, which highlighted housing as the number one issue across the country. He noted that Wicomico's real estate market was facing a supply shortage, and the Greater Salisbury Committee was addressing this by examining septic system issues. Mr. Dunn pointed out the lack of desirable neighborhood choices in the area, and efforts were needed to attract regional and national home builders. The Greater Salisbury Committee aimed to serve as a catalyst for positive change in the community. Mr. McCain emphasized that the housing shortage in Wicomico County was part of a nationwide issue with a significant lack of new homes being built. In the past, over 500 homes were constructed annually, but in recent years that number had dropped to only 150. He highlighted that the county faced challenges related to water, sewer, and septic

45 issues. The presentation focused on the need for new single-family homes at all price points
46 and suggested ways to streamline the development process to attract developers. President
47 Doughty asked for insights on the combined area, to which Mr. McCain responded that the
48 county must target national builders and share its story to draw them in. Ms. Blake recognized
49 that Salisbury is no longer a small city and has worked hard for growth. She thanked the
50 Housing Task Force team for their efforts. Mr. Dunn emphasized the need to grow
51 neighborhoods beyond just Downtown Salisbury. He believed that the community was facing a
52 housing supply and demand imbalance, with new developments quickly becoming rental units
53 at unsustainable prices. He shared that a property manager (with holdings along the East Coast)
54 stated that Salisbury was unique in seeing rising rental prices, unlike other markets where rent
55 was decreasing due to more available units. Michele Gregory raised the possibility of Accessory
56 Dwelling Units (ADUs) as a way to alleviate housing pressure and allow multi-generational
57 living. She asked for suggestions on how best to implement this. It was noted that the zoning
58 code was a living, evolving document that served as a guideline but must be updated as the
59 community's needs changed. Ms. Dashiell emphasized that the focus should not be solely on
60 Downtown. She supported positive change and was not opposed to development, but wanted
61 clarity on how job markets affected homeownership. She stressed the importance of good-
62 paying jobs to support people in buying homes. Mr. McCain clarified that the examples they
63 presented were models to consider, not full blueprints for the entire community. Mr. Dunn
64 concluded with the fact that Salisbury needs both new neighborhoods and also affordable
65 housing.

66

67 ORDINANCES

68

69 Ordinance authorizing the reallocation of the Federal Recovery Funds from the Water Sewer
70 Fund to the General Fund and to appropriate said funds for Service Centers, Share II and III, in
71 the General Fund

72

73 Mr. Kitzrow explained that the ordinance would allow the city to reallocate money into
74 different accounts so that it would not be given back to the federal government and that they
75 could move forward with other projects.

76

77 Having no council comments, unanimous consensus was reached to move the ordinance
78 forward to Legislative Session.

79

80 Ordinance to accept funds received from the Maryland Department of Housing and Community
81 Development for the purchase and installation of cameras on the parking garage

82

83 Chief Meienschein explained that the funds received from the Maryland Department of Housing
84 and Community Development would enhance the ability to secure the downtown area. Colonel
85 Drewer explained that the cameras would be beneficial for city events. He explained that six
86 years ago the garage was "made ready" for these kinds of cameras and they would tie into the
87 network.

88

89 President Doughty asked that cameras be installed inside the garage if money was available in
90 the future. Colonel Drewer responded that there were already cameras in the garage, and that
91 this grant was for the community rather than the parking garage itself.

92

93 Council reached unanimous consensus to move this forward to Legislative Session.

94

95 PUBLIC COMMENT

96

- 97 • Speaker #1 was in favor of development but was not in favor of developers not
98 completing their developments; the roads at Schumaker Manor.
- 99 • Speaker #2 was not in favor of the Greater Salisbury Committee’s White Paper and did not
100 like the comparison between Wicomico County to Sussex County.
- 101 • Speaker #3 asked for a countdown clock for public comments. She was joyful that six of
102 her rentals were able to be turned into single family homes. Her concern with bringing
103 new neighborhoods was the lack of schools.

104

105 ADMINISTRATION UPDATES/COMMENTS

106

107 Mr. Kitzrow began by congratulating his staff and team for the work they put into 3rd Fridays
108 and other events this past year. He also mentioned that the Comprehensive Plan Survey was
109 live on the city website.

110

111 Mayor Taylor participated in the 100th anniversary of the Junior Board at Tidal Health. He
112 invited everyone to go see art in the Art Space Gallery.

113

114 COUNCIL COMMENTS

115

116 Ms. Blake stated that Schumaker Manor did not meet the formula for their roads to be fixed.
117 She asked Mr. Kitzrow and he confirmed. He explained that there were other roads in Salisbury
118 in worse condition. She also mentioned that she could not attend 3rd Friday but heard how
119 wonderful it was. She was looking forward to the tree lighting and as always encouraged
120 everyone to donate blood and plasma.

121

122 Ms. Dashiell attended the Veterans Roundtable that Habitat for Humanity sponsored. She said
123 there was a lot of great feedback. She also attended the Adopt-A-Block ribbon cutting and
124 thought it would be very beneficial to everyone. She thanked Jeff Merritt and everyone who
125 helped pack 744 boxes for Operation We Care. She concluded by asking for volunteers or
126 donations for Hands and Hearts Homeless Shelter.

127

128 Ms. Gregory highlighted that the library was having their book sale.

129

130 President Doughty stated that this past week was a dark time with losing a previous Wi-Hi
131 teacher, Ms. Susan Ward, and with another incident that happened on the west side of town
132 leaving a person hospitalized. He was disheartened by the resistance of the Rules of Order. He

133 mentioned that the United Way Emerging Leaders were doing care packages for Thanksgiving,
134 the Junior Achievement would be conducting their Leadership Academy and that Tidal Health
135 would be having their community clinic in the coming weeks. He attended the Salvation Army
136 Red Kettle Breakfast. He thanked the administration for the great communication between
137 them and council. Lastly, he mentioned that the elected officials were almost to their one-year
138 mark.

139
140 ADJOURNMENT

141
142 With no further business to discuss, the Work Session adjourned at 6:00 p.m.

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144 _____
145 City Clerk

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148 _____
149 Council President

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3 LEGISLATIVE SESSION
4 MEETING MINUTES
5 NOVEMBER 25, 2024
6
7
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9

10 PUBLIC OFFICIALS PRESENT

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

15
16 STAFF IN ATTENDANCE

17
18 City Administrator Andy Kitzrow, City Clerk Julie English, City Attorney Ashley Bosché
19
20

21 WELCOME/ANNOUNCEMENTS/PLEDGE TO THE FLAG

22
23 The City Council convened in Legislative Session on November 25, 2024 at 6:00 p.m. in
24 the Government Office Building Council Chambers, Room 301, located at 125 N. Division
25 Street. After reviewing the emergency exit instructions, President Doughty asked
26 everyone to stand for the Pledge of Allegiance.
27

28 INVOCATION- Rev. Dr. Vaughan Hayden, Trinity Methodist Church
29

30 PRESENTATION AND ADOPTION OF THE AGENDA

31
32 President Doughty presented the meeting agenda and called for a motion and a second to
33 approve the agenda. Ms. Jackson motioned and Ms. Dashiell seconded. The vote was 5-0 to
34 approve the legislative agenda.
35

36 CONSENT AGENDA – presented by City Clerk Julie English
37

38 President Doughty entertained a motion to approve the consent agenda. Ms. Jackson motioned
39 and Ms. Dashiell seconded.
40

41 Ms. English presented the following item:
42

- 43 • Resolution No. 3373 – to appoint Debra Reynolds to the Youth Development Advisory
44 Committee for term ending November 2027

45
46 The consent agenda was approved by Council with a vote of 5-0.

47
48 ORDINANCES – presented by City Attorney Ashley Bosché

- 49
50 • Ordinance No. 2900 – 2nd reading – approving a budget amendment of the FY2025
51 General Fund Budget to appropriate funds to the Salisbury Fire Department’s Operating
52 Budget

53
54 Ms. Blake motioned and Ms. Jackson seconded. The vote was 5-0 to approve Ordinance No.
55 2900 for second reading.

- 56
57 • Ordinance No. 2901 – 1st reading – authorizing the reallocation of the Federal Recovery
58 Funds from the Water Sewer Fund to the General Fund and to appropriate said funds
59 for Service Centers, Share II and III, in the General Fund

60
61 Ms. Jackson motioned and Ms. Dashiell seconded, and the vote was 5-0 to approve Ordinance
62 No. 2901 for first reading.

- 63
64 • Ordinance No. 2902- 1st reading – to accept funds received from the Maryland
65 Department of Housing and Community Development for the purchase and installation
66 of cameras on the parking garage

67
68 Ms. Blake motioned and Ms. Dashiell seconded, and the vote was 5-0 to approve Ordinance No.
69 2902 for first reading.

70
71 PUBLIC COMMENTS

72
73 The following public comments were made:

- 74
75 • Speaker #1 highlighted a speeding problem in his neighborhood off of Emerson Avenue.
76 He stated they had done all they could and they were tired of the constant problem.
77 • Speaker #2 shared that great information was gathered from both sides at the Planning
78 and Zoning meeting. She was disappointed that there was no discussion after public input.
79 • Speaker #3 complimented a member of the police department. He pointed out that the
80 money from the Federal Recovery Funds was being put into the General Fund so that the
81 federal government would not take it back.
82 • Speaker #4 expressed her concern over losing Lots 1, 11 and 15 to development. She was
83 not in favor of the density increase. She also highlighted the lack of adequate handicap
84 parking available, especially for her tenants.
85 • Speaker #5 echoed speaker #2 in regard to how the Planning and Zoning meeting went.
86 She explained that the apartments being proposed were not going to be affordable.
87

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ADMINISTRATION COMMENTS

Mr. Kitzrow invited everyone to the Downtown Holiday Lights and Tree Lighting next weekend. He also encouraged everyone to participate in Small Business Saturday.

Mayor Taylor attended the Planning and Zoning Public Hearing. He was disappointed and does not think the meeting was done properly. He mentioned that the city would be closed on Thursday and Friday for Thanksgiving. He also invited everyone downtown for the tree lighting.

COUNCIL COMMENTS

Ms. Gregory echoed Mr. Kitzrow about Small Business Saturday and wished everyone a Happy Thanksgiving.

Ms. Dashiell attended Salisbury University’s Town Gown meeting last week. She was impressed with the athletic department and was pleased that students had been volunteering in the community. She also announced that PJ’s Coffee opened in her district. As always, she asked for volunteers or donations for Hands and Hearts Homeless Shelter. She concluded that the aviation school at the airport received their sign off for Phase 5 to begin in January.

Ms. Jackson started by wishing everyone a blessed Thanksgiving. She announced that the Salisbury Advisory Committee was hosting the 8th Annual Senior Citizen Dinner and Gift Giveaway.

Ms. Blake wished everyone a Happy Thanksgiving and as always asked to donate plasma and blood and to bless others by becoming an organ donor.

President Doughty explained that the developer for the Salisbury Town Center never stated that the housing would be affordable. It had always been presented as luxury apartments. He said the way to address the affordable housing situation was by having conversations of how to bring the cost down with the developers. He was disappointed that his name was brought up during the Planning and Zoning public hearing due to his employer. He attended the Presidential Citizen Scholar Program and explained two projects they were doing that would affect the city. One of them included a survey of what people appreciated about the community and the other was a mural on Light Street. He concluded by wishing everyone a Happy Thanksgiving.

ADJOURNMENT

With no further business to discuss, the Legislative Session adjourned at 6:40 p.m.

City Clerk

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Council President



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WORK SESSION
MEETING MINUTES
DECEMBER 2, 2024

PUBLIC OFFICIALS PRESENT

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

STAFF IN ATTENDANCE

City Administrator Andy Kitzrow (Zoom), Housing and Community Development Director Muir Boda, City Planner Amanda Rodriguez, City Building Official Chad Goblinger, City Clerk Julie English, City Attorney Ashley Bosché

WELCOME/ANNOUNCEMENTS

The City Council convened in a Work Session on December 2, 2024 at 4:30 p.m. in the Government Office Building Council Chambers, Room 301, located at 125 N. Division Street. After reviewing the emergency exit instructions, he turned it over to City Planner Amanda Rodriguez.

Ordinance Permit to authorize the operation of a utility substation on a property located on the southerly side of Calloway Street (Map 0104, Grid 0012, Parcel 2594, Block B, Lot 1) in the R-5A Residential Zoning District as required by Section 17.160040B. of the Salisbury Municipal Code

Ms. Rodriguez explained that Eastern Shore Natural Gas had applied for this ordinance permit and the purpose of the utility substation was to serve as an integral element to improve the safety of the natural gas pipeline. She noted that the Salisbury and Wicomico Planning and Zoning Commission gave a favorable recommendation for this substation.

Having no comments, Council reached unanimous consensus to move this forward to Legislative Session.

Ordinance Permit to authorize the operation of a day-care center at 224 Phillip Morris Drive in the light business and institutional district by the Night Watch Childcare Center, LLC as required by Section 17.28.040B of the Salisbury Municipal Code

45
46 Ms. Rodriguez noted that the Salisbury and Wicomico Planning and Zoning Commission gave a
47 favorable recommendation for this daycare center.

48
49 Having no comments, Council reached unanimous consensus to move this forward to
50 Legislative Session.

51
52 Ordinance amending Title 12 of the Salisbury City Code, entitles "Streets, Sidewalks, and Public
53 Places", by eliminating Sections 12.04.010, 12.04.020 and 12.24.020, and adding new Chapter
54 12.25 to include all litter violations under one chapter entitled "Littering," and further
55 amending Title 2 of the Salisbury City Code to confirm the penalties imposed for municipal
56 infractions and misdemeanors

57
58 Mr. Boda explained that his department had been working with the Litter Committee and
59 noticed the need to increase fines to be more aligned with the county. He mentioned they
60 found inconsistencies within the code as it reflects the state law.

61
62 Ms. Jackson asked how they would go about fining individuals. Mr. Boda stated that law
63 enforcement could fine the individual who was caught littering. However, a business with litter
64 on their property, they could get issued a rubbish citation.

65
66 Ms. Dashiell asked who was responsible for the trash near the railway. Mr. Boda responded that
67 the railroad was responsible. President Doughty asked about homeless individuals and their
68 belongings. Mr. Boda gave an example where someone's personal belongings had been sitting
69 on a property for days and explained that it was the property owner's responsibility to remove
70 the belongings. If belongings were left on public property, a notice would be issued with a
71 timeframe to have the items removed. If the items were not removed by the deadline, they
72 would be removed.

73
74 Having no further Council comments, unanimous consensus was reached to move this forward
75 to Legislative Session.

76
77 Ordinance to amend Sections 15.04.010, 15.04.020, 15.04.030 and 15.04.040 of Chapter 15.04
78 of the Salisbury City Code (Building Code) and to add Sections 15.04.025 and 15.04.035 to
79 Chapter 15.04 in order to update and amend the city's standard building codes

80
81 Mr. Goblinger shared that there were only minor changes and that the codes were up to date
82 with the State of Maryland.

83
84 Having no comments, Council reached unanimous consensus to move this forward to
85 Legislative Session.

86
87 PUBLIC COMMENT

88

89 The following public comment was made:
90

- 91 • Speaker #1 urged the council to use the professionals that were hired, along with city
92 employees to assist them with their decisions.

93

94 ADMINISTRATION UPDATES/COMMENTS

95

96 Mr. Kitzrow gave a shout out to Economic Development Manager Derek Jarmon for
97 spearheading Small Business Saturday. He invited everyone out to the holiday tree lighting.

98

99 Mayor Taylor announced the City Holiday Party and was excited to spend time together for the
100 holiday.

101

102 COUNCIL COMMENTS

103

104 Ms. Gregory mentioned that you could get 4 free covid tests per household and wanted
105 everyone to take sickness into consideration during the holiday season. She also asked for
106 consideration in donating to the Zoo for Giving Tuesday.

107

108 Ms. Jackson invited senior citizens to the dinner and gift giveaway that would be happening in a
109 couple weeks.

110

111 Ms. Dashiell wanted everyone to enjoy the events happening and to stay safe. As always, she
112 asked for volunteers or donations for Hand and Hearts Homeless Shelter.

113

114 Ms. Blake asked for anyone able to donate blood and plasma.

115

116 President Doughty invited everyone out to the Jaycees Christmas Parade. He also mentioned
117 the upcoming changes to the council meetings regarding public comment and that there would
118 only be two meetings per month starting in the new year.

119

120 ADJOURNMENT

121

122 With no further business to discuss, the Work Session adjourned at 5:03 p.m.

123

124 _____

125 City Clerk

126

127

128 _____

129 Council President

130



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Nicholas Voitiuc, Director
Date: May 12, 2025
Subject: Annexation Request - Pine Way - Pohanka Kia (a/k/a Pohanka 1)

The Department of Infrastructure & Development requests the above proposed Pohanka Kia Annexation (formerly known as Safford Kia) be placed on the City Council legislative agenda scheduled for first reading, public hearing and second reading.

Consistent with the City's Annexation Policies and Procedures, the applicant has signed the annexation petition and has supplied additional information for your review in considering 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 Annexation Resolution, 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.

Included in the attached file are the following:

1. Petition for Annexation;
2. Property Description;
3. Annexation Plat showing the area to be annexed;
4. 4-404 Certification;
5. Site Plan;
6. Annexation Agreement;
7. Annexation Plan;
8. Annexation Resolution No. 3382.

**The Public Notice will be included in the packet prior to the public hearing.

Attachment(s):
[Pine Way Annexation Documents](#)

EXHIBIT 1

Petition for Annexation

CITY OF SALISBURY

PETITION FOR ANNEXATION

To the Mayor and Council of the City of Salisbury:

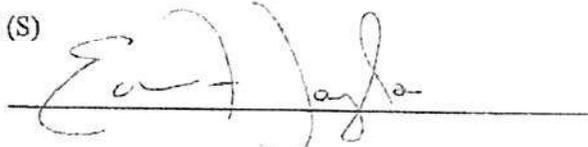
I/We request annexation of my/our land to the City of Salisbury.

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

17, BLOCK B, LOT 7 (LOTS 7-12)

Map # 29

SIGNATURE (S)



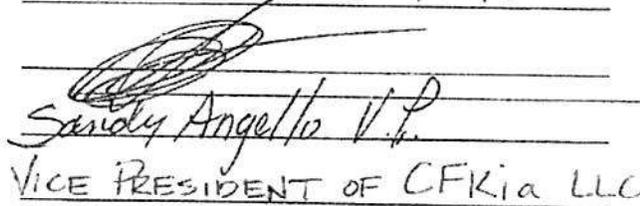
11/1/2021

Printed

EDWARD F. TAYLOR

Date

Printed


Sandy Angello V.P.
VICE PRESIDENT OF CFKia LLC

Date

AUTHORIZED AGENT, ZION RONDWIO, LLC

Printed

Date

EXHIBIT 2

Property Description

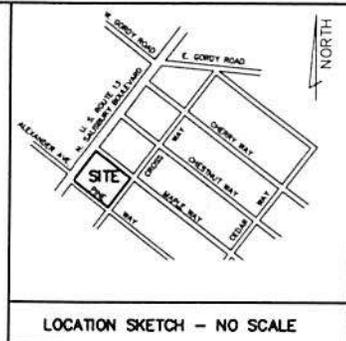
PINE WAY – POHANKA KIA

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

Annexation Plat



GENERAL NOTES

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

REVISED

ANNEXATION LINE TABLE

LINE	BEARING	DISTANCE
L1	N 26°58'20" E	9.80
L2	N 08°10'15" W	42.57
L3	N 38°38'20" E	238.48
L4	N 81°38'20" E	42.57
L5	N 38°38'20" E	42.57
L6	S 23°21'40" E	334.45
L7	S 38°38'20" W	371.54
L8	N 49°38'00" W	335.17

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



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

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.	217/18	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.	2404500114E	FLOOD HAZARD ZONE	X
PROJ. NO.	10-033-20	SURV/DR	BMD FB/pg 114/50

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

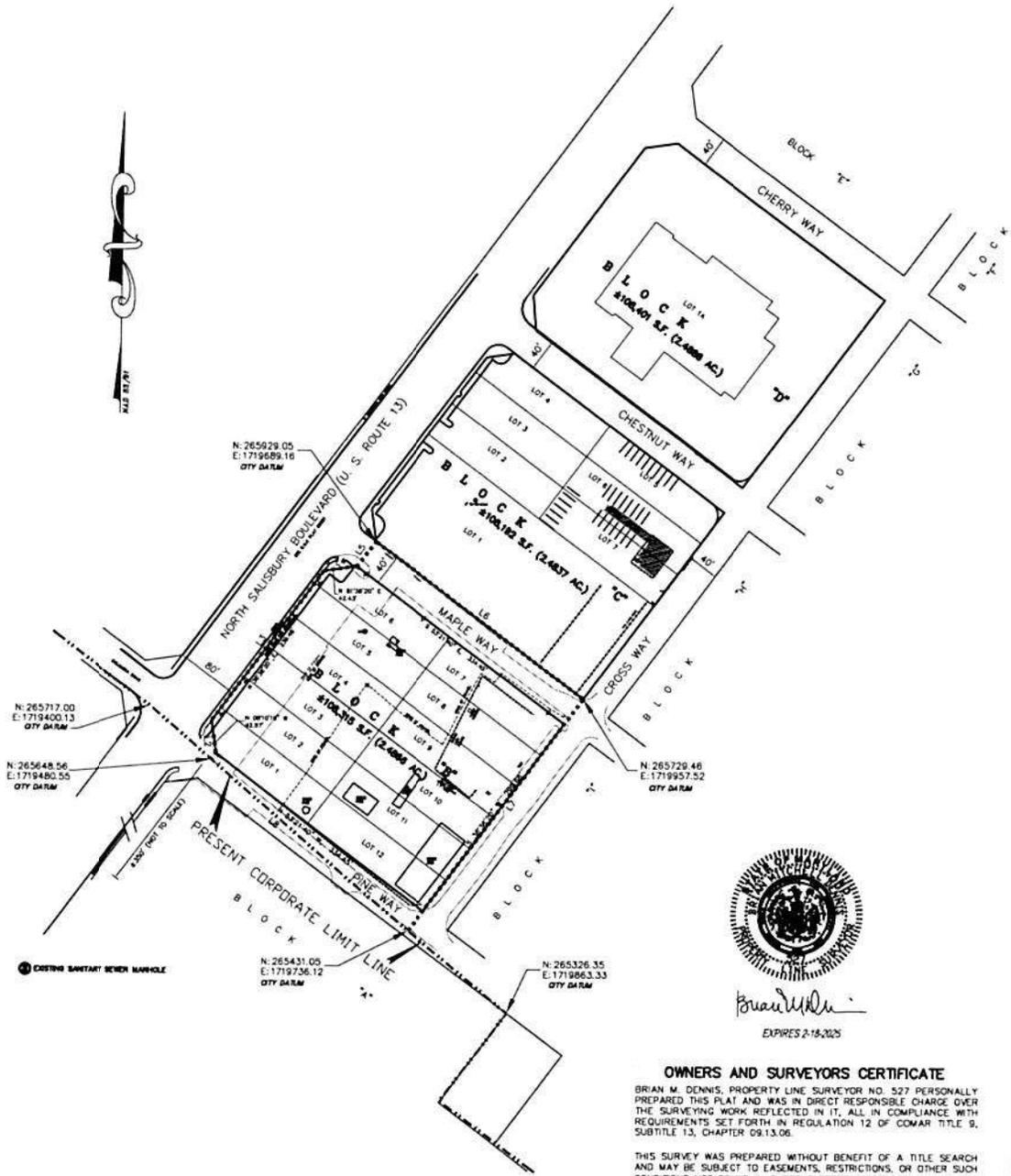
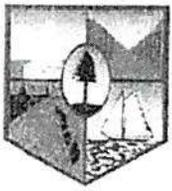


EXHIBIT 4

4-404 certification (25%)



City of Salisbury

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.

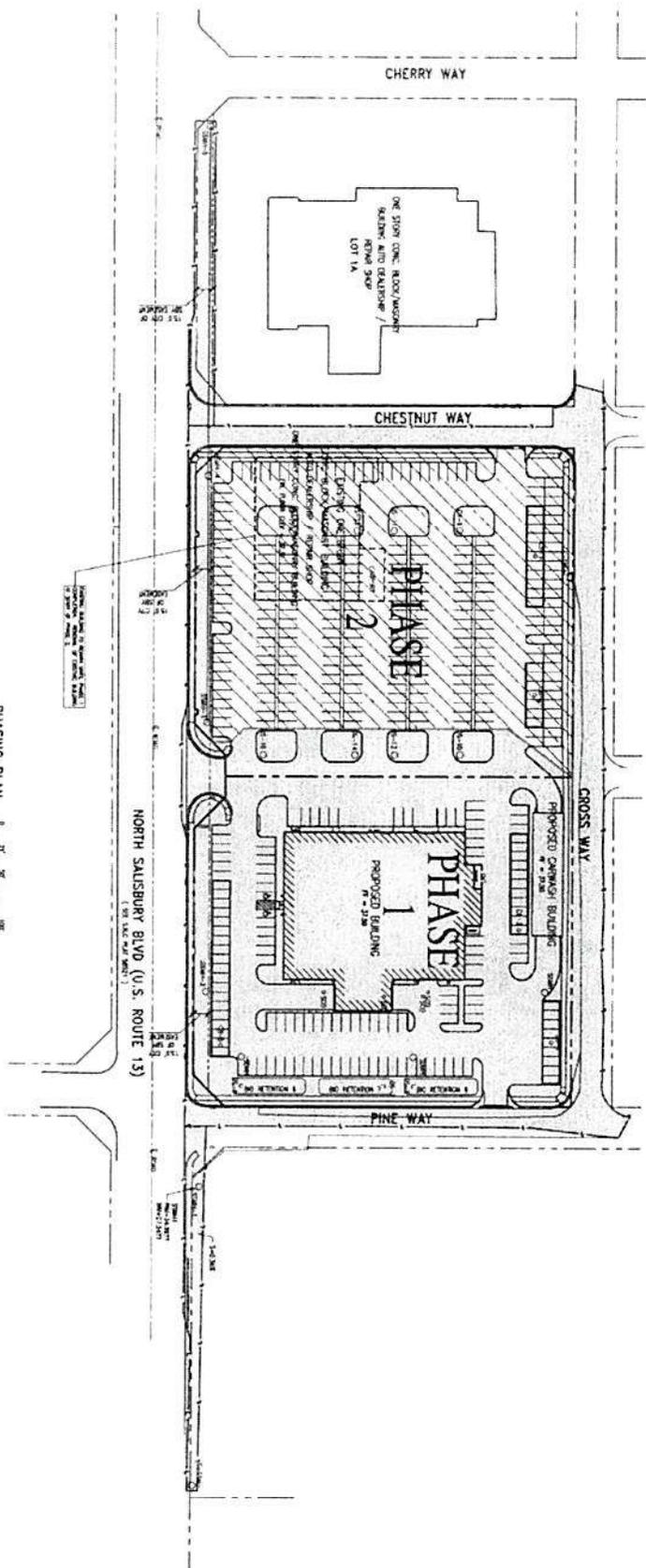
Leslie C. Sherrill
Surveyor

Date: 3/17/2025

Pine Way – Pohanka Kia – Certification – 03-17-2025.doc

EXHIBIT 5

Site Plan



PHASING PLAN
SCALE: 1" = 30'
CONCEPT SCALE: 1" = 30'

THIS PLAN IS THE PROPERTY OF ANDRZEJ W. BOOTH & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ANDRZEJ W. BOOTH & ASSOCIATES, INC. THE USER OF THIS PLAN AGREES TO HOLD ANDRZEJ W. BOOTH & ASSOCIATES, INC. HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST ANDRZEJ W. BOOTH & ASSOCIATES, INC. BY ANY THIRD PARTY AS A RESULT OF THE USER'S USE OF THIS PLAN.

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

SCALE	1" = 30'
DATE	07/11/23
DESIGNER	ETI
CHECKER	ETI
DATE	07/11/23
PROJECT NO.	223002103A
PROJECT NAME	2023 POHANKA KIA

PHASING PLAN
2023 POHANKA KIA
SALISBURY, MARYLAND



DATE	BY	DESCRIPTION	REV
31 DEC 23	DT	QTY @ SALISBURY CONCEPT REVIEW	

EXHIBIT 6

Annexation Agreement

PINE WAY – POHANKA KIA ANNEXATION

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (“**Agreement**”) is made this ____ day of _____, 2025, by and between the *City of Salisbury, Maryland*, a municipal corporation of the State of Maryland (the “**City**”), and *Zionroadtwo, LLC*, a Maryland limited liability company (“**Zionroadtwo**”) (the City and Zionroadtwo are hereinafter referred to collectively as the “**Parties**”).

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. **Effective Date.**

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

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

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

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

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

3. Warranties & Representations of Zionroadtwo.

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

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

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

From and after the effective date of the Annexation Resolution, all provisions of the City of Salisbury Charter (the "Charter") and the Salisbury Municipal Code (the "City Code") shall have full force and effect within the Property, except as otherwise expressly set forth herein. The Parties expressly acknowledge and agree that, upon the City's annexation of the Property, the Property shall be subject to any and all applicable taxes, fees and/or other charges levied, assessed or imposed by the City from time to time.

5. Municipal Zoning.

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

6. Municipal Services.

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

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

7. Standards & Criteria.

Should any environmental, engineering, or other similar standard or criteria expressly provided in this Agreement be exceeded by any local, state or federal law, regulation, rule, standard or authorized

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

8. City Boundary Markers.

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

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

9. Development Considerations.

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

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

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

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

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

(ii) In the event Zionroadtwo fails to pay the Development Assessment to the City in accordance with the terms of Section 9(d)(i), the Development Assessment shall bear interest from the due date thereof to the date of payment at the rate of ten percent (10%) per annum. Notwithstanding any term to the contrary set forth herein, Zionroadtwo shall make payment of the Development Assessment,

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

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

(c) **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
25260 Pleasant Valley Rd.
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 Director
Department of Infrastructure and Development
125 N. Division Street, Room 202
Salisbury, Maryland 21801

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

12. Future Uses of Annexation Property.

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

13. **Miscellaneous Provisions.**

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

(b) **Scope of Agreement.** This Agreement is not intended to limit the exercise of any police power(s) of the City, to limit the operation of the City government or to guarantee the outcome of any administrative process. Unless otherwise expressly set forth in this Agreement or in any other subsequent agreement entered into by the Parties, this Agreement shall be subject to all properly enacted laws, and properly adopted governmental regulations, now or hereafter existing and applicable. This Agreement shall not be rendered invalid by reason of the enactment or amendment of any law or the adoption or amendment of any regulation, which is: (i) enacted or adopted by the City in the exercise of a governmental power for a valid governmental purpose; (ii) enacted or adopted by the City as a result of a state or federal mandate; or, (iii) applicable to the Property and to similarly situated property located outside of the City in Wicomico County.

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

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

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

(f) **Modification.** Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the Parties.

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

(h) **Assignment of Agreement.** The Parties expressly acknowledge and agree this Agreement shall be assignable, in whole or in part, by Zionroadtwo, without the consent of the City or any of its elected officials, employees or agents, to any purchaser of the Property or any portion thereof; provided, however, any transfer of all or a portion of the Property shall be subject to the terms of this Agreement. Notwithstanding any term to the contrary set forth in this Section 13(h), Zionroadtwo shall not transfer, or pledge as security for any debt or obligation, any of its interest in or to all or any portion of the Property without first obtaining the acknowledgment of the transferee or pledgee to be bound by all of the terms and conditions set forth herein, as if such transferee or pledgee was a party to this Agreement. Zionroadtwo shall provide the City with a copy of all documents, including all exhibits attached thereto (if any), evidencing any transfer or assignment by Zionroadtwo of any of its interests in and to the Property or any portion thereof.

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

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

(k) **Recording of Agreement.** This Agreement, including all exhibits, schedules and/or addenda attached hereto, each of which is incorporated in this Agreement by this reference, shall be recorded among the Land Records of Wicomico County, the costs of which shall be paid by Zionroadtwo. This Agreement, and all of the terms contained herein, shall run with the Property and be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors and/or assigns.

(l) **No Reliance.** Each party to this Agreement, for itself, expressly acknowledges and agrees that, in entering into this Agreement, such party has not been induced by, nor has relied upon, nor included as part of the basis of the bargain herein, any representation(s) or statement(s), whether express or implied, made by any agent, representative or employee of the other party to this Agreement, which is not expressly set forth herein.

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

(n) **Severability.** The Parties intend that should any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement and the validity, enforceability, and application thereof to any person, entity, or property shall not be impaired thereby, but such remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by applicable law.

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

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

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

(r) **Construction.** This Agreement and all of the terms and conditions set forth herein shall not be construed or enforced in favor of or against any party hereto by reason of the fact that party or that party's agent or attorney drafted all or any part of this Agreement. Section headings are for convenience of reference only and shall not limit or otherwise affect any of the provisions of this

Agreement. As used herein, any reference to the masculine, feminine or neuter gender shall include all genders, the plural shall include the singular, and the singular shall include the plural.

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

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

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

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]***

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

ATTEST/WITNESS:

"ZIONROADTWO":

ZIONROADTWO, LLC

[Handwritten signature]

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

William Benjamin Kamm

ANGELIA N DONALDS
NOTARY PUBLIC
WICOMICO COUNTY
MARYLAND
MY COMMISSION EXPIRES 11/17/2027

[Handwritten signature]

THE "CITY":

CITY OF SALISBURY, MARYLAND

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

CONSENTED TO BY "MORTGAGEE":

TRUIST BANK

See notary block

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

STATE OF Maryland Wicomico COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.

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

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

STATE OF MARYLAND, COUNTY OF _____, TO WIT:

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

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC
My Commission Expires: _____

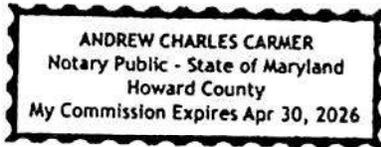
STATE OF MARYLAND . HOWARD COUNTY, TO WIT:

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

AS WITNESS my hand and Notarial Seal.



NOTARY PUBLIC
My Commission Expires: 4/30/2026



CERTIFICATION BY ATTORNEY

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

HEATHER R. KONYAR, ESQUIRE

EXHIBIT 7

Annexation Plan

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

April 16, 2025

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**”)(see Annexation Petition attached hereto as *Exhibit 1* and incorporated by reference as if fully set forth herein), which Annexation Petition requested the City of Salisbury, Maryland (the “**City**”) annex the following parcels of lands:

- The real property more particularly described in the property description attached hereto as *Exhibit 2* and incorporated as if fully set forth herein, containing 2.954 acres, more or less, and further being:
 - 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 3*); 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 3*. (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 3*. (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 3*; 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 3*.

1.3. Property Description; Reason for the Annexation Petition.

- (a) The 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 2*.
- (b) The persons signing the Annexation Petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, 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.
- (c) Lot 1 of the Property is unimproved. Lot 7 is improved with a 3,600 square foot warehouse built in 1950. (See *Exhibit 3*.) The warehouse on the 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 Property as shown on the Existing Conditions Plan, Site Improvement Plan, and Phasing Plan attached hereto and incorporated herein as *Exhibit 5* (the “**Site Plan**”).
- (d) 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.

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

2.0. LAND USE PATTERN PROPOSED FOR THE PROPERTY.

2.1. Comprehensive Plan.

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

2.2. Proposed Zoning for Property. Upon its annexation, the 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 Property will be redeveloped with an automotive retail and service use. As set forth in Section 1.3(b) of this Annexation Plan, the Property is improved by a warehouse. Upon its annexation, the proposed 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 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 3*) 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 3*) 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 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 5*.

Public Notice

Resolution

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RESOLUTION NO. ____

A RESOLUTION to annex certain land to be known as “Pine Way – Pohanka Kia Annexation”, as described in the Property Description and Annexation Plat attached and incorporated as exhibits herein, consisting of 2.954 acres more or less, into the City of Salisbury and to provide for the terms and conditions of the annexation.

WHEREAS, the City of Salisbury is authorized by the provisions of §4-401 *et seq.* of the Local Government Article of the Maryland Annotated Code to expand its municipal boundaries by annexing lands adjacent to it; and

WHEREAS, the City of Salisbury has received a Petition for Annexation dated November 1, 2021, attached hereto as **Exhibit 1** and incorporated by reference as if fully set forth herein, requesting that the City of Salisbury annex that certain area of land generally located east of northbound U.S. Route 13 between Pine Way and Maple Way and adjacent to the City of Salisbury’s existing municipal boundary, consisting of a total of 2.954 acres of land, more or less, being all that real property 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, and a portion of the public road right-of-way known as “Pine Way”, and a portion of the public road right-of-way known as “Maple Way”, containing 2.95 acres more or less, and further being the same real property more particularly described in the Property Description attached hereto as **Exhibit 2**, and more particularly depicted on that certain plat entitled “Proposed Annexation” dated June 13, 2023 and prepared by Brian M. Dennis, attached hereto as **Exhibit 3** (the aforesaid real property is hereinafter referred to as the “**Property**”); and

WHEREAS, the City of Salisbury has verified that the persons signing the petition represent at least twenty-five percent (25%) of the persons who are eligible voters and property owners owning twenty-five percent (25%) of the assessed valuation of real property in the area to be annexed, all as of March 17, 2025, as set forth in the certification by Leslie C. Sherrill, Surveyor, of the City of Salisbury, attached hereto as **Exhibit 4**; and

WHEREAS, the Property is adjacent to existing City of Salisbury boundaries, and if the Property is incorporated into the City of Salisbury boundaries, no enclaves of non-City of Salisbury land will be created; and

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

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

42 **WHEREAS**, pursuant to MD Code, Local Government, § 4-406, a public hearing on this
43 Resolution, providing for the Council of the City of Salisbury’s annexation of the Property and approval of
44 the Annexation Plan (as defined hereinbelow), shall be and hereby is scheduled for
45 _____, 2025 at 6:00 p.m.

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

49 **Section 1.** It is proposed and recommended that that the municipal boundaries of the City of
50 Salisbury be changed so as to annex to and include within the said municipal boundaries of the City of
51 Salisbury all that certain real property more particularly described in **Exhibits 2, 3, 4 and 5** attached hereto
52 and incorporated by reference as if fully set forth herein (the real property to be annexed by the City of
53 Salisbury as contemplated by this Resolution is hereinafter referred to as the “**Property**”).

54 **Section 2.** The annexation of the Property be and hereby is approved by the Council of the City of
55 Salisbury subject to all terms, conditions and agreements contained in the proposed Annexation Agreement
56 and the Annexation Plan, attached as **Exhibits 6 and 7, respectively**, each of which is attached hereto and
57 incorporated herein as if all such terms, conditions and agreements contained in such Exhibits were
58 specifically set forth at length in this Resolution. Upon the effective date of this Resolution, the provisions
59 of the Charter and Code of the City of Salisbury, and any local public laws enacted or so enacted affecting
60 the City of Salisbury, shall be effective within the Property except to the extent that this Resolution or the
61 Annexation Agreement provide otherwise.

62 **Section 3.** The Mayor of the City of Salisbury be and hereby is authorized to executed on behalf
63 of the City of Salisbury the Annexation Agreement attached hereto as **Exhibit 6**.

64 **Section 4.** The Annexation Plan attached hereto as **Exhibit 7** be and hereby is adopted for the City
65 of Salisbury’s annexation of the Property as contemplated by this Resolution.

66 **Section 5.** The Zoning Map of the City of Salisbury shall be amended to include the Property
67 within that certain Zoning District of the City of Salisbury identified as “**General Commercial**”, which
68 said real property newly annexed into Corporate Limits of the City of Salisbury, as contemplated by this
69 Resolution, is presently zoned “**C-2 General Commercial**” in accordance with the existing zoning laws of
70 Wicomico County, Maryland.

71 **Section 6.** Pursuant to MD Code, Local Government, § 4-406, the Council of the City of Salisbury

72 shall hold a public hearing on this Resolution on _____ 2025 at 6:00 p.m. in the Council
73 Chambers at the City-County Office Building, and the City Administrator shall cause a public notice of
74 time and place of the said public hearing to be published not fewer than two (2) times at not less than weekly
75 intervals, in at least one (1) newspaper of general circulation in the City of Salisbury, which said public
76 notice shall specify a time and place at which the Council of the City of Salisbury will the hold the aforesaid
77 public hearing, the date of which shall be no sooner than fifteen (15) days after the final required date of
78 publication as specified hereinabove.

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

81 **Section 7.** It is the intention of the Council of the City of Salisbury that each provision this
82 Resolution shall be deemed independent of all other provisions herein.

83 **Section 8.** It is further the intention of the Council of the City of Salisbury that if any section,
84 paragraph, subsection, clause or provision of this Resolution shall be adjudged invalid, unconstitutional or
85 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to
86 the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this
87 Resolution shall remain and shall be deemed valid and enforceable.

88 **Section 9.** The Recitals set forth hereinabove are incorporated into this section of this Resolution
89 as if such recitals were specifically set forth at length in this Section 9.

90 **Section 10.** This Resolution and the annexation of the Property as contemplated herein, shall take
91 effect upon the expiration of forty-five (45) days following its final passage, subject, however, to the right
92 of referendum with respect to this Resolution as set forth in MD Code, Local Government, § 4-401, et seq.

93 **THIS RESOLUTION** was introduced, read and passed at the regular meeting of the Council of the
94 City of Salisbury held on _____, 2025, having been duly published as required by law in
95 the meantime, and a public hearing was held on _____, 2025 at 6:00 p.m., and was finally
96 passed by the Council at its regular meeting held on _____, 2025.

97

98

99 _____
100 Julie English,
101 City Clerk

D'Shawn Doughty,
Council President

101

102

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

104

105

106

107 _____
108 Randolph J. Taylor,
Mayor



City of Salisbury

Memo

To: Mayor Randy Taylor
From: Jessie Turner, Executive Office Administrator
Date: April 28, 2025
Subject: Zoo Commission

The following person has applied for appointment to the Zoo Commission for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Brad Phillips	May 2028

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

Attachment(s):
[Res3395.doc](#)



City of Salisbury

Memo

To: Mayor Randy Taylor
From: Jessie Turner, Executive Office Administrator
Date: April 28, 2025
Subject: Zoo Commission

The following person has applied for appointment to the Zoo Commission for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Brett Murphy	May 2028

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

Attachment(s):
[Res3396.doc](#)

1 **RESOLUTION NO. 3396**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is appointed to the Zoo Commission for the term ending as indicated.

5
6

<u>Name</u>	<u>Term Ending</u>
Brett Murphy	May 2028

7
8
9
10 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
11 Council of the City of Salisbury, Maryland held on May12, 2025.

12
13 ATTEST:

14
15
16 _____
17 Julie A. English
18 CITY CLERK

D'Shawn M. Doughty
PRESIDENT, City Council

19
20
21 APPROVED BY ME THIS

22
23 _____ day of _____, 2025

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25
26 _____
27 Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Mayor Randy Taylor
From: Jessie Turner, Executive Office Administrator
Date: March 20, 2025
Subject: Sustainability Advisory Committee

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

<u>Name</u>	<u>Term Ending</u>
Elise Trelegan	May 2028

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

Attachment(s):
[Res3397.doc](#)

1 **RESOLUTION NO. 3397**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is re-appointed to the Sustainability Advisory Committee for the term ending
5 as indicated.

6
7

<u>Name</u>	<u>Term Ending</u>
8 Elise Trelegan	9 May 2028

10
11 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
12 Council of the City of Salisbury, Maryland held on May 12, 2025.

13
14 ATTEST:

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17 _____
18 Julie A. English
19 CITY CLERK

D'Shawn M. Doughty
PRESIDENT, City Council

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22 APPROVED BY ME THIS

23
24 _____ day of _____, 2025

25
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27 _____
28 Randolph J. Taylor, Mayor



Memo

To: Andy Kitzrow, City Administrator
From: Jo Ellen Bynum, Grants Manager
Date: April 11, 2025
Subject: Resolution Authorizing the Mayor to Submit the PY 2025 CDBG Plan to HUD

The Finance Department Grants Office has completed the 2025 Community Development Block Grant (CDBG) Action Plan. Based on the PY 2024 allocation, for PY 2025 Salisbury's estimated allocation from HUD is \$346,673.

For the 2025 Action Plan, the following projects have been approved by the City Administration:

General Administration (20%)	\$69,334 (est.)
City of Salisbury - Low-Mod ADA Ramp, Sidewalk Construction & Pedestrian Improvements	\$277,366 (est.)
Total	<u>\$346,673 (est.)</u>

Upon receipt of the PY 2025 allocation, the actual activity budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts.

The first public hearing on the 2025 Action Plan will be held on April 22, 2025 in the Council Chambers. This hearing will provide an overview of the 2025 Action Plan and allow citizens an opportunity to comment on the proposed project and provide their views on the community development needs of the City of Salisbury.

A second CDBG public hearing will be held on May 8, 2025 to provide citizens with a status report on the CDBG projects that are currently underway and/or have been completed in the last year, as well as an opportunity to comment on the housing and community development needs of the City of Salisbury.

The draft of the 2025 CDBG Action Plan was made available for the public review beginning on April 4, 2025. The Action Plan was posted on the City website under the Housing & Community Development Department - Community Development section. The 30-day public comment period ends on May 5, 2025. Comments received will be noted in the final action plan.

Thank you for your assistance.

Attachment(s):

[Res3398.doc](#)

[PY25 CDBG Annual Action Plan Draft & Attachments](#)

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RESOLUTION NO. 3398

A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TO APPROVE THE CITY'S ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR CDBG PROGRAM YEAR 2025.

WHEREAS, the Maryland State Office of the U.S. Department of Housing & Urban Development (HUD) has determined that the City of Salisbury qualifies as an “entitlement community;” and

WHEREAS, the City of Salisbury is, therefore, entitled to receive Community Development Block Grant (CDBG) funds directly from HUD upon HUD’s approval of the City’s Annual Action Plan; and

WHEREAS, the Council of the City of Salisbury wishes for the City to receive this annual allotment of CDBG funds from HUD so that various community development projects may be completed.

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

Section 1. The Mayor is hereby authorized to submit to HUD for review and approval, on behalf of the City of Salisbury, the 2025 CDBG Action Plan attached hereto and incorporated herein as **Exhibit A** (the “**Annual Action Plan**”) and to execute all related assurances and certifications.

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

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this 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 4. The recitals set forth hereinabove and the attached **Exhibit A** are incorporated into this section of the Resolution as if such recitals and **Exhibit A** were specifically set forth at length in this Section 4.

THE ABOVE RESOLUTION was introduced and read and passed at the regular meeting of the Council of the City of Salisbury held on this 12 day of May, 2025 and is to become effective immediately upon adoption.

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ATTEST:

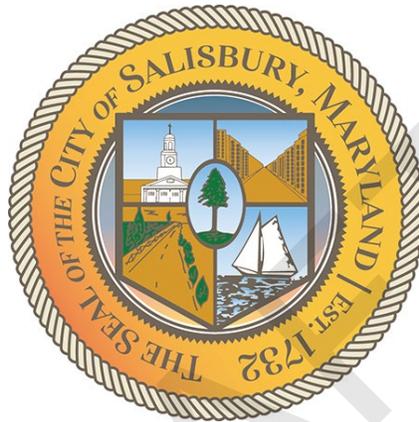
Julie A. English, City Clerk

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

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

Randolph J. Taylor, Mayor

City of Salisbury



Annual Action Plan

CDBG PY 2025
(7/1/2025 – 6/30/2026)

Prepared By:
City of Salisbury
Finance Department – Grants Office
125 N. Division Street, #103
Salisbury, Maryland 21801

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Salisbury has prepared a Consolidated Plan which covers a five (5) year period from July 1, 2024 - June 30, 2029. For each CDBG Program Year the City must also prepare an Annual Action Plan to guide its use of affordable housing and community development resources. Both Plans address three basic goals: (1) the provision of decent housing, (2) the creation of a suitable living environment, and (3) the provision of public infrastructure and facilities to benefit low- and moderate-income persons. The Consolidated Plan and Annual Action Plans also serve as the City of Salisbury's application for federal Community Development Block Grant (CDBG) Program funds. The City is not eligible as a grantee for any other formula entitlement programs administered by HUD.

This Annual Action Plan covers the upcoming one-year program period beginning July 1, 2025 and ending June 30, 2026 (using CDBG PY 2025 funds).

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of Salisbury's PY 2024-2028 Five Year Consolidated Plan proposes the following six (6) strategies to address the priority needs in the City:

Housing Strategy Priority Need: There is a need for decent, safe, accessible, and affordable housing.

Goals:

- HS-1 Homeownership – Increase the supply of affordable owner-occupied housing units through housing counseling and down payment/closing cost assistance.
- HS-2 Housing Construction – Encourage the construction of new accessible and affordable housing units in the City for owners and renters.
- HS-3 Housing Rehabilitation – Conserve and rehabilitate existing affordable housing units for owners and renters in the City by addressing maintenance issues, code violations, emergency repairs, and handicap accessibility.

Homeless Strategy Priority Need: There is a need for housing and supportive services for the homeless,

those at-risk of homelessness, and victims of domestic violence.

Goals:

- HO-1 Housing – Support the Continuum of Care's efforts to provide emergency shelter, transitional housing, permanent supportive housing, and other permanent housing options.
- HO-2 Operation/Support – Assist partners operating housing or providing supportive services for the homeless, those at-risk of becoming homelessness, and victims of domestic violence.

Other Special Needs Strategy Priority Need: There is a need for services and facilities for persons with special needs.

Goals:

- SN-1 Services/Facilities – Support supportive service programs and facilities for the elderly, persons with disabilities, persons with HIV/AIDS, persons with alcohol/drug dependency, and persons with other special needs.

Community Development Strategy Priority Need: There is a need to improve the community facilities, infrastructure, public services, and quality of life in the City of Salisbury.

Goals:

- CD-1 Community Facilities and Infrastructure – Improve the City's public facilities and infrastructure through rehabilitation, reconstruction, and new construction.
- CD-2 Public Safety and Services – Improve and enhance public safety, public services, and recreational programs.
- CD-3 Connectivity – Improve connectivity within the City and to surrounding communities through physical, visual, transportation, and accessibility improvements.
- CD-4 Clearance/Demolition – Address and eliminate slum and blighting conditions throughout the City.

Economic Development Strategy Priority Need: There is a need to encourage employment and economic opportunities in the City of Salisbury.

Goals:

- ED-1 Employment – Support and encourage job creation, job retention, and job training opportunities.
- ED-2 Development – Support business and commercial growth through expansion and new development.
- ED-3 Redevelopment – Plan and promote the development, redevelopment, and revitalization of vacant commercial and industrial sites.
- ED-4 Financial Assistance – Support and encourage new economic development through local, state, and federal tax incentives and programs such as Tax Incremental Financing (TIF), Tax Abatements (LERTA), Payment in Lieu of Taxes (Pilot), Enterprise Zones/Entitlement Communities, Section 108 Loan Guarantees, Economic Development Initiative (EDI) funds, etc.
- ED-5 Access to Transportation – Support the expansion of public transportation and access to bus and automobile service to assist residents' transportation needs for employment and job training opportunities.

Administration, Planning, and Management Strategy Priority Need: There is a need for planning, administration, management, and oversight of federal, state, and local funded programs.

Goals:

- AM-1 Overall Coordination – Provide program management and oversight for the successful administration of federal, state, and local funded programs, including planning services for special studies, environmental clearance, fair housing activities, and compliance with all federal, state, and local laws and regulations.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Each year the City prepares its Consolidated Annual Performance Evaluation Report (CAPER). This report is submitted within ninety (90) days after the start of the new program year. The CAPER is available for review on the City of Salisbury website under the Housing and Community Development Department (HCDD) - Community Development section.

The PY 2023 CAPER, which was the final CAPER for the PY 2019-2023 Five Year Consolidated Plan, was submitted to HUD prior to the September 2024 due date and has been approved by the Baltimore field office. In the PY 2023 CAPER, the City expended 100% of its CDBG funds to benefit low- and moderate-income persons. The City expended 0% of its funds during the PY 2021 CAPER period on public service, which has a statutory maximum of 15%. The City expended 20% of its funds during this CAPER period on Planning and Administration, which satisfies the statutory maximum of 20%. As a CDBG Entitlement grantee, in accordance with the CDBG regulations at 24 CFR 570.902, the City must have a balance no greater than one and one-half (1.5) times its annual grant remaining in the Line of Credit, 60 days prior to the end of the program year. As of March 26, 2025 the City of Salisbury had an expenditure ratio of 2.59:1 due to delays in contract award for the PY 2022 and PY 2023 Waterside Park project. Bids received were determined by the City to be in excess of what is reasonable and customary and the project is currently being re-bid.

Two projects were funded in PY 2024 for the Critical Home Repairs. The first tier of the Environmental Review Record is underway and individual project scopes will be reviewed during the second-tier reviews.

The City completed and submitted a Consolidated Plan for the five-year period covering PY 2024- PY 2028, outlining its Five-Year Priorities and Goals under the new plan. An Analysis of Impediments to Fair Housing was completed concurrently and both plans have been reviewed by the Baltimore field office.

4. Summary of Citizen Participation Process and consultation process

The City of Salisbury, in compliance with the City's Citizen Participation Plan, advertises and holds two (2) public hearings annually on the community development needs of the City. These hearings are held

in the City Council Chambers to provide residents with the opportunity to discuss the City's CDBG program and to offer suggestions on future CDBG program priorities.

The CDBG public hearings are additionally broadcast live on Cable Channel 14 (PAC-14), and the recordings of the hearings are posted on YouTube for viewing after the original broadcast. A copy of the notice for the CDBG Public Hearings which ran in the Daily Times newspaper and the minutes from both meetings will be included in the 'Citizen Participation' section of the exhibits of the final version of the Annual Action Plan.

All CDBG Public notices are published in the Legal section of the Daily Times newspaper, and posted on the City's website and the City's Facebook page. Copies of all CDBG Public Notices are also e-mailed to the local HALS CoC Director, and to the Wicomico County NAACP Branch Director, per their individual requests.

The City of Salisbury updated its Citizen Participation Plan in 2020 to include the new procedures that were authorized by HUD to allow for alternate methods of holding public hearings and expedited public comment periods during disasters and/or emergencies. The updated Citizen Participation Plan was approved by the Salisbury City Council at their legislative meeting on May 26, 2020.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Two public hearings for CDBG PY 2023 are scheduled for April and May of 2025.

The first public hearing will be held April 22, 2025 and will afford citizens the opportunity to comment on the 2025 Action Plan and provide their views on the community development needs of the City of Salisbury. Public comments received at the meeting will be noted in the final version of this plan. Written comments will be accepted through May 5, 2025 at 4:30 p.m.

The second public hearing is scheduled on May 8, 2025 and is to provide citizens with a status report on the CDBG projects that are currently underway and those that were completed over the last year. Public comments received will be noted in the final version of this plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

The 30-day public comment period for the PY 2025 CDBG Action Plan will run from April 4, 2025 to May 5, 2025. Written comments will be accepted from the public on the PY 2023 Action Plan during the 30-day public comment period and will be reported on in the final version of this plan.

7. Summary

As outlined in the Citizen Participation Plan adopted by the City Council, the Finance Department encourages service providers, citizens and other interested individuals to comment on the City's housing and community development needs. All CDBG Public notices are published in the Legal section of the Daily Times newspaper, and posted on the City's website and the City's Facebook page. Copies of all CDBG Public Notices are also e-mailed to the local HALS CoC Director, and to the Wicomico County NAACP Branch Director, per their individual requests.

The overall goal of the housing, homeless, other special needs, community development, economic development, anti-poverty, and planning programs covered by the Five-Year Consolidated Plan is to strengthen cooperation with other jurisdictions and to develop partnerships among all levels of government and the private sector. This includes for-profit and non-profit organizations, to enable them to provide decent housing, establish and maintain a suitable living environment, and expand economic opportunities for every resident.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Salisbury	
CDBG Administrator	Salisbury	Finance Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Salisbury's Finance Department is the administrating agency for the CDBG Program. The CDBG Program is managed by the Grants Manager, who reports to the Assistant Director of Finance – Operations. The Department is responsible for the preparation of the Five-Year Consolidated Plans, Annual Action Plans, Environmental Review Records (ERRs), Consolidated Annual Performance Evaluation Reports (CAPERs), as well as monitoring, processing pay requests, contracting, and oversight of the projects / programs on a day-to-day basis.

In those years when the City elects to hold an open funding round for CDBG, it conducts a competitive application process to award funds to other public agencies and local 501(c)(3) non-profit organizations to undertake CDBG eligible activities. However, in some years the City may choose to utilize the CDBG funds internally to conduct eligible activities that meet a national objective.

Consolidated Plan Public Contact Information

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 City of Salisbury
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Email: jbynum@salisbury.md

Phone: 410-548-3110

DRAFT

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

In those years when the City elects to hold an open funding round for the Community Development Block Grant (CDBG) program, it conducts a competitive application process to award funds to other public agencies and local 501(c)(3) non-profit organizations to undertake CDBG eligible activities. The applications received are reviewed by the CDBG Review Committee and/or City Staff members. A public hearing is held to allow the applicants to make a verbal presentation on their project to the CDBG Review Committee, and field questions from the Committee members. Following the public hearing the Committee members formulate an award recommendation which is submitted to the Mayor and/or City Administrator for review and approval. When the projects / amounts have been finalized the draft Action Plan is created, and the public is given an opportunity to provide comments. When the public comment period has elapsed, the City Council passes a Resolution approving the Action Plan and authorizing the Mayor to submit it to HUD for review and approval. A percentage of the City's CDBG funds are then awarded to the non-profit applicants for eligible activities. However, in some years the City may choose to utilize the CDBG funds internally to conduct eligible activities that meet a national objective.

Each year, as a part of the CDBG application process, local agencies/organizations and individuals are invited to participate in the consultation process through attending a public hearing or responding directly to the draft documents that are posted for public comment.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City acts as the single point of contact to coordinate efforts between public and assisted housing providers, as well as private and governmental health, mental health, and social service agencies. The City works with the following agencies to enhance funding and service allocations to address the housing and community development needs of the City:

- Salisbury Finance Department -- oversees the City's CDBG grant program
- The Wicomico County Housing Authority -- manages the Housing Choice Voucher Program and Public Housing Units
- Social Services Agencies -- provide supportive services to address the needs of low- and moderate-income persons
- Housing Providers -- rehabilitate and develop affordable housing units for low- and moderate-income households

- Homeless Alliance for the Lower Shore Continuum of Care (HALS CoC) Committee -- oversees the Continuum of Care (CoC) network including the City

Collaboration and coordination with these entities will continue in order to capitalize on potential future funding opportunities, as well as potential project partnerships, that would result in increased benefits to low- and moderate-income households and persons.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Homeless Alliance for the Lower Shore Continuum of Care Committee (HALS CoC) is the Continuum of Care for Salisbury. The HALS CoC was formed to provide supportive services and housing for the homeless individuals and families in Wicomico, Somerset, and Worcester Counties. Members include representatives from local housing programs, county homeless boards, area shelters, non-profits, service organizations, state, federal and county agencies, faith community, law enforcement, universities, Board of Education representatives of the three school districts, mental health agencies, hospitals, employment agencies, permanent supportive housing providers, landlords, local providers, foundations, the business community, local residents and formerly homeless individuals.

Subrecipient CoC and ESG funded projects address the needs of homeless persons through the Continuum of Care Lead Agency's direction to prevent and end homelessness in the area. Various organizations and individuals participate in an assortment of ways through joint collaboration to end homelessness. These organizations accomplish this goal by addressing the immediate and ongoing needs of homeless persons (chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness. The City's Housing & Homelessness Manager regularly meets with CoC representatives to discuss efforts to address the needs of homeless persons and persons at risk of homelessness.

Since 2016, the City of Salisbury, in partnership with the Wicomico County Health Department (WiCHD) and Help and Outreach Point of Entry, Inc. (HOPE), has been running a permanent supportive housing (PSH) program for chronically homeless persons. This program adheres to a 'Housing First' philosophy, stressing a relatively low barrier for access to the program and high bar for ejection from the program. In 2024, the City of Salisbury placed 0 additional households in the PSH program. Currently the City's PSH program has 11 active households, with a total of 12 adults.

Participants are housed in private, scattered-site rentals, with the majority of the cost of rent covered by the City. Participants are required to contribute 30% of their income to the payment of their rent. The WiCHD provides targeted case management (TCM) to participants of the program, reimbursable

through Medicaid. The case managers meet with the program participants approximately once a month.

The City launched its “Here Is Home” program in September 2021, to address housing supply, affordability, and homelessness. As part of this initiative the City has constructed Anne Street Village, which consists of a community of tiny homes and offers 24 transitional housing units for chronically homeless residents. Residents are provided individual case management, and access to a plethora of resources including employment, housing opportunities, behavioral health, mental health and primary care services. Residents have up to 24 months to transition into permanent housing.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The CoC manages ESG funds and consults with the state agency that awards ESG funds for the balance of the state to the three (3) local jurisdictions to fund sub-recipients for ESG services. All of the ESG program sub-recipients are active participants of the CoC and serve on the CoC's governing board. In 2018 the State combined all homeless funding under the Homelessness Solutions Programs (HSP), including ESG. The CoC submits the application to the State for agencies providing ESG funded services for Outreach, Shelter, Rapid Rehousing and Prevention, all with case management. The CoC Ranking Committee reviews the project applications and forwards their recommendations to the CoC Lead for submission to the State. The City of Salisbury is one of the agencies that submits projects to provide rapid rehousing and outreach to the HALS CoC for inclusion in the annual HSP application. The CoC uses HMIS reports and the State Data Warehouse to monitor program progress by accessing data quality, number of clients served, bed utilization, length of stay, returns to homelessness, and exits to permanent housing. HMIS data is also used for PIT, HIC, AHAR/LSA, SSVF, and numerous HMIS reports that assures HMIS data can be used to prevent and end homelessness in the local CoC.

The CoC uses a ranking tool for both CoC and ESG funded projects with objective criteria. For CoC funded projects, the agencies use the CoC ranking spreadsheet provided by HUD that captures APR results to measure progress in ending chronic homelessness, housing stability, increasing income, and obtaining mainstream benefits for project participants. This tool is used by the monitoring and ranking committee to rank projects and the recommendation is then presented to the full CoC for a vote. The CoC ranking is made available to CoC members and is posted on its website.

For ESG, CoC, and SSVF funded projects, the HMIS administrator sends reports to agencies to document data quality. While the data quality standard is 90%, the CoC routinely exceeds this threshold. Should reports show data quality issues, the HMIS system administrator provides additional applicable training

to staff. For projects submitting data into the State Data Warehouse, the HMIS administrator provides technical assistance and additional training to ensure that ESG programs meet the performance and data quality standards. The HMIS administrator goes over report results with program management staff and trains management and agency staff in how to ensure data quality. On a monthly basis, the HMIS administrator runs data quality reports and provides comprehensive HMIS data to the CoC on all projects on a quarterly basis.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

1	Agency/Group/Organization	Salisbury Neighborhood Housing Services, Inc.
	Agency/Group/Organization Type	Housing Services – Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City is working with SNHS to implement a Critical Home Repair Program utilizing PY 2024 CDBG funding
2	Agency/Group/Organization	HABITAT FOR HUMANITY OF WICOMICO COUNTY
	Agency/Group/Organization Type	Housing Services – Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City is working with SNHS to implement a Critical Home Repair Program utilizing PY 2024 CDBG funding.

3	Agency/Group/Organization	Wicomico County Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Wicomico County Housing Authority was contacted for updated information on their new apartment complex and Mitchell Landing acquisition, as well as the funding allocated for the management and operation of its existing public housing units and any physical improvements to be made to those units.
4	Agency/Group/Organization	Homeless Alliance for the Lower Shore Continuum of Care Committee
	Agency/Group/Organization Type	Services - Housing Services-homeless Regional organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Homeless Alliance of the Lower Shore (HALS) is the local Continuum of Care (CoC) organization which serves Somerset, Wicomico, and Worcester Counties. They provide updated information on the activities and accomplishments of the CoC. The City of Salisbury participates in the monthly HALS CoC meetings. The Strategic Planning Subcommittee of the HALS CoC works with various types of local facilities (i.e. health care, mental health, foster care, and correctional) to ensure that persons being discharged from a system of care are not routinely discharged into homelessness.
5	Agency/Group/Organization	Wicomico County Health Department
	Agency/Group/Organization Type	Services-Children Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Health Health Agency Other government - County
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Wicomico County Health Department handles the Lead Poisoning Prevention Program. The purpose of the Lead Poisoning Prevention Program is to identify children with elevated Blood Lead Levels (BLL) and provide appropriate intervention to improve their health status. Families of children with BLL 10 mcg/dl or greater will receive case management services until the client has two BLL's less than 5 mcg/dl. Families of children with BLL 5-9 mcg/dl will receive educational services.
6	Agency/Group/Organization	Tidal Health Peninsula Regional
	Agency/Group/Organization Type	Services-Health Health Agency Major Employer

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
7	Agency/Group/Organization	Wicomico County Department of Social Services
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Service-Fair Housing Child Welfare Agency Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
8	Agency/Group/Organization	Wicomico Partnership for Families & Children
	Agency/Group/Organization Type	Services-Children Child Welfare Agency Other government - County Planning organization Community Needs Assessment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Services for children, adolescents and families

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
9	Agency/Group/Organization	MAC, INC.
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
10	Agency/Group/Organization	Shore-Up, Inc.
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Education Services-Employment Child Welfare Agency Energy Assistance and Tax Preparation
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.

11	Agency/Group/Organization	Wicomico County NAACP Branch 7028
	Agency/Group/Organization Type	Regional organization Civic Leaders Advocacy
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so. Copies of all CDBG Public Notices are also e-mailed to the local NAACP Director, per her request.
12	Agency/Group/Organization	Telamon Corp.
	Agency/Group/Organization Type	Services-Education Services-Employment Service-Fair Housing Advocacy
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
13	Agency/Group/Organization	VILLAGE OF HOPE
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Village of Hope is a transitional facility that serves homeless women and their children. They have received ESG funds through the City of Salisbury in the past, however now they are no longer eligible for these funds due to changes in regulatory enforcement pertaining to restrictions on gender of head-of-household. They are an active member of the HALS CoC, and the City works closely with them to address the issue of homelessness in our area. The City is in the process of awarding CDBG-CV3 funds to the Village of Hope to address emergency food needs exacerbated by the aftermath of the pandemic.
15	Agency/Group/Organization	Diakonia
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Diakonia serves many of the homeless individuals who come from the Salisbury area. They are an active member of the HALS CoC, and the City works closely with them to address the issue of homelessness in our area.
16	Agency/Group/Organization	Samaritan Shelter
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Samaritan Shelter serves some of the homeless individuals who come from the Salisbury area. They are an active member of the HALS CoC, and the City works closely with them to address the issue of homelessness in our area.
17	Agency/Group/Organization	Salisbury Urban Ministries
	Agency/Group/Organization Type	Services-Children Services-homeless Services-Education Food Pantry, Meals for the Homeless, Prescription Assistance, Kid's Cafe After-School Program
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
18	Agency/Group/Organization	Joseph House Crisis Center
	Agency/Group/Organization Type	Services-homeless Food Pantry, Meal Provision, Cash Assistance for Vital Needs
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
19	Agency/Group/Organization	Christian Shelter
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
20	Agency/Group/Organization	Help and Outreach Point of Entry (HOPE)
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	HOPE works to connect chronically homeless individuals with the necessary services. They are an active member of the HALS CoC, and the City works closely with them to address the issue of homelessness in our area.
21	Agency/Group/Organization	HALO Ministry
	Agency/Group/Organization Type	Services-homeless Day Facility, HALO Cafe, Thrift Ministry

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
22	Agency/Group/Organization	Life Crisis Center
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Services – Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Victims of domestic violence, rape, and sexual assault.
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
23	Agency/Group/Organization	Hudson Health Services
	Agency/Group/Organization Type	Services-Health Health Agency Substance Abuse Disorders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
24	Agency/Group/Organization	Worcester County Health Department
	Agency/Group/Organization Type	Services-Health Health Agency Substance Abuse Disorders
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
25	Agency/Group/Organization	Salisbury Area Chamber of Commerce
	Agency/Group/Organization Type	Business Leaders
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.

26	Agency/Group/Organization	Salisbury-Wicomico Economic Development
	Agency/Group/Organization Type	Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
27	Agency/Group/Organization	MARYLAND CAPITAL ENTERPRISES
	Agency/Group/Organization Type	Micro & Small Business Loans, Mentoring & Education, Consulting Services
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
28	Agency/Group/Organization	Maryland Legal Aid Bureau
	Agency/Group/Organization Type	Service-Fair Housing Legal Services for Low-Income Individuals
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
29	Agency/Group/Organization	Wicomico County Administration
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
30	Agency/Group/Organization	Wicomico County Council
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Community Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.
31	Agency/Group/Organization	Bay Area Center for Independent Living, Inc.
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs

<p>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</p>	<p>All public notices concerning the City of Salisbury's CDBG program are advertised in the Legal section of the local newspaper (The Daily Times), and are also posted on the City website and the City's Facebook page. This affords the agency the opportunity to participate in the process should they elect to do so.</p>
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Agency/Group/Organization	Agency/Group/Organization Type	What section of the Plan was addressed by Consultation?	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?

Table 2 – Agencies, groups, organizations who participated identify any Agency Types not consulted and provide rationale for not consulting

All agency types were consulted. In those years when the City elects to hold an open funding round, local agencies/organizations are invited to submit proposals for CDBG-eligible activities and to participate in the consultation process through attending a public hearing and/or responding directly to the draft documents that are posted for public comment.

The City of Salisbury, in compliance with the City's Citizen Participation Plan, advertises and holds two (2) public hearings annually on the community development needs of the City. These hearings provide residents and interested agencies with the opportunity to discuss the City's CDBG program and to offer their suggestions on future CDBG program priorities. The CDBG public hearings are held in the Council Chambers and broadcast live on Cable Channel 14 (PAC-14). Videos of the hearings are posted on YouTube for viewing after the original broadcast.

A copy of the notice for both CDBG Public Hearings to be run in the Daily Times is included in the 'Citizen Participation' section of the exhibits.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Somerset County Health Department	The Homeless Alliance for the Lower Shore (HALS) CoC is the primary provider of housing and supportive services for the City of Salisbury's homeless population and those at risk of becoming homeless. The goals of the City and the HALS CoC are complementary.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Annual and Five-Year Capital Plan	Wicomico County Housing Authority	The Wicomico County Housing Authority (WCHA) is the lead agency providing public housing assistance and Section 8 vouchers in the area. The goals of the City and the WCHA are complementary.

Narrative (optional)

The City of Salisbury is the county seat for Wicomico County. Close consultation and collaboration is maintained between City and County departments to ensure that the needs of the area are adequately addressed.

Wicomico County and the City of Salisbury have conducted joint planning activities since 1943 through the Salisbury-Wicomico Planning and Zoning Commission. To date, the City and County still share a joint Planning and Zoning Commission, although efforts are being made to legislatively create separate commissions to better address the varying needs of City and County residents.

A joint planning office provided technical assistance and plan review services to all projects in the City and the County until 1999. In response to increased growth and change, the City and County agreed to separate their planning functions, with the City establishing its own engineering and planning division. During a reorganization of City departments in 2017, a City Planner position was created in the City's newly-founded Department of Infrastructure & Development (DID) to orchestrate City planning efforts. Since then, the City has added multiple Associate Planner roles, bringing the total number of employees in the Planning Division of DID to five. The Department of Infrastructure & Development Planning Division is an agency of the City government, is funded by the municipal budget, and follows the City administrative policies and procedures.

After the County-City separation, the County Planning Office was re-designated as the Department of Planning, Zoning and Community Development (PZ&CD), which later absorbed permitting, inspections, and development related functions from the Wicomico County Department of Public Works.

In 2003, the City of Salisbury joined with the State of Maryland, Wicomico County, and other local municipalities to establish the federally recognized Salisbury/Wicomico Metropolitan Planning Organization (MPO). The Wicomico County PZ&CD Department was designated as the administrative MPO agency and still operates in that capacity today, providing administrative functions for transportation grant funding for the region.

Development policies are determined by the Mayor and Council for the City of Salisbury. The Planning and Zoning Commission and the MPO Council have advisory and policy roles as designated by the governing bodies.

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Salisbury, in compliance with the City's Citizen Participation Plan, advertises and holds two (2) public hearings annually on the community development needs of the City. These hearings provide residents with the opportunity to discuss the City's CDBG program and to offer their suggestions on future CDBG program priorities. The CDBG public hearings are held in the Council Chambers and broadcast live on Cable Channel 14 (PAC-14). Videos of the hearings are posted on YouTube for viewing after the original broadcast.

A copy of the notice published in the Daily Times for both CDBG Public Hearings is included in the 'Citizen Participation' section of the exhibits, minutes will be inserted after the hearings.

A "Draft" Action Plan is on display on the City's website at <http://www.salisbury.md> from April 4, 2025 through May 5, 2025 for review and comment. Comments received will be noted in the final version of the plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)
1	Public Meeting	Non-targeted/broad community	The first public hearing will be on April 22, 2025. This hearing will provide an overview of the projects included in the 2025 Action Plan, and offer the public the opportunity to comment on the City's housing and community development needs.	TBD	TBD	
2	Public Meeting	Non-targeted/broad community	The second public hearing is scheduled for May 8, 2025 to provide citizens with a status report on the CDBG projects that are currently underway and those that were completed in the last year.	TBD	TBD	

Table 3 – Citizen Participation Outreach

Expected Resources AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Salisbury will receive \$346,673 (estimate) in CDBG funds for the PY 2025 program year. The City’s PY 2025 CDBG program year starts on July 1, 2025 and concludes on June 30, 2026. The City projects its CDBG allocations will remain level over the Consolidated Plan period covering PY 2024-PY 2028. The City is not a direct recipient of HUD’s Emergency Solutions Grant (ESG), Housing Opportunities for People With AIDS (HOPWA), or HOME Partnership (HOME) funds. Entities within the City are encouraged to apply for funding under these programs through the Maryland Department of Housing and Community Development (DHCD). The City will support applications that are submitted to DHCD that address the needs and strategies identified in the Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	346,673.00	0.00	0.00	346,673.00	1,050,000.00	The CDBG entitlement program allocates annual grants to larger cities and urban counties to develop viable communities by providing decent housing, a suitable living environment, and opportunities to expand economic opportunities, principally for low- and moderate-income persons. The City of Salisbury will fund three (2) projects with CDBG funds for PY 2025.

Table 4 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will continue to utilize federal, state, local, and private resources currently available to develop and expand affordable rental opportunities, homeownership options for low- and moderate-income households, and to promote other critical community sustainability initiatives.

Other resources available to help the City address its housing and community development needs include funds from the Maryland Department of Housing and Community Development (DHCD), such as low interest mortgage finance (HOME funds), housing rehabilitation money (Maryland Housing Rehabilitation Program - MHRP funds), Special Targeted Area Rehabilitation (STAR) Program funds, lead-based paint reduction funds (Lead Hazard Reduction Program), first-time homebuyer settlement expenses, rental allowance funds (Rental Allowance Program), and neighborhood revitalization program (Community Legacy and Neighborhood Partnership) funds.

Salisbury has successfully obtained funding from the Environmental Protection Agency, the National Fish & Wildlife Foundation, the Maryland Department of Natural Resources, the Department of Transportation, and the State Highway Administration. To help with crime reduction and revitalization activities the City has received funds through the Law Enforcement Block Grant program, the Edward Byrne Memorial Justice Assistance Grant (JAG) program, the Bulletproof Vest Partnership Program (DOJ), as well as Wicomico Exile (gun control), the Gun Violence Reduction Initiative, and the Maryland Criminal Intelligence Network (MCIN) through the Governor's Office of Crime Control & Prevention (GOCCP).

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City does not intend to use, acquire or improve any publicly owned land or property using CDBG funds to address the needs identified in the City's Consolidated Plan.

Discussion

The City will utilize available federal, state, local, and private resources currently available to address the needs identified in the City's Consolidated Plan.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	CD-1 Community Facilities and Infrastructure	2024	2028	Non-Housing Community Development	Church Street- Doverdale Target Area	Community Development Need	CDBG: \$277,339	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Area Benefit:2,680 LMI, 3,995 population as a whole

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	AM-1 Overall Coordination	2024	2028	Administration	Citywide Low-Mod North Camden CDBG Target Area Presidents- Princeton CDBG Target Area Church Street- Doverdale CDBG Target Area Newtown- North Division CDBG Target Area West Side CDBG Target Area	Administration, Planning, and Management Need	CDBG: \$69,334.00	Other: 1 Other

Table 5 – Goals Summary

Goal Descriptions

1	Goal Name	CD-1 Community Facilities and Infrastructure
	Goal Description	Improve the City’s public facilities and infrastructure through rehabilitation, reconstruction, and new construction

2	Goal Name	AM-1 Overall Coordination
	Goal Description	Provide program management and oversight for the successful administration of federal, state, and local funded programs, including planning services for special studies, environmental clearance, fair housing activities, and compliance with all federal, state, and local laws and regulations.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Salisbury's PY 2025 CDBG Program year begins July 1, 2025 and ends June 30, 2026. The following projects will be funded with the City's PY 2025 CDBG allocation:

1. CoS- Low-Mod Neighborhood ADA Ramps, Sidewalk Construction & Pedestrian Improvements \$277,339 (estimate)
2. CDBG Program Administration \$69,334 (estimate)

Projects

#	Project Name
1	CoS- Low-Mod Neighborhood ADA Ramps, Sidewalk Construction & Pedestrian Improvements
2	CDBG Program Administration

Table 6 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City allocated its CDBG funds to those geographic areas where the population exceeds 51% low- and moderate-income households. At least 70% of the City's CDBG funds are budgeted to activities that principally benefit low- and moderate-income persons. The following guidelines for allocating CDBG funds will be used for the PY 2025 Annual Action Plan:

- The Low-Mod Neighborhood ADA Ramp and Sidewalk Activity is an LMA project located in the Church Street/Doverdale CDBG target neighborhood, which has a low-mod percentage of 67.09%. This project will utilize 80% of the available funding.

The most significant obstacle for the City to address the underserved community needs is access to additional funding opportunities to develop additional or enhanced housing and community

development activities.

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AP-38 Project Summary

Project Summary Information

1	Project Name	Low-Mod Sidewalk Construction & Pedestrian Improvements
	Target Area	Presidents-Princeton CDBG Target Area
	Goals Supported	CD-1 Community Facilities and Infrastructure
	Needs Addressed	Community Development Need
	Funding	CDBG: \$277,339
	Description	Provide funds to construct ADA accessibility ramps, sidewalks, crosswalks and signal lamps in low to moderate income neighborhoods where none currently exist or are in disrepair, with first priority being to fund the installation of ADA ramps. The service area for the project will be the Church Street/Doverdale CDBG target area. This area encompasses Census Tract 1, Block Groups 2,3, and 5. The area's low-mod percentage is 67.09%.
	Target Date	12/31/2026
	Estimate the number and type of families that will benefit from the proposed activities	Based on the LMISD calculations from HUD's web mapping application for Census Tract 1, Blocks groups 2, 3 , and 5, an estimated 3,995 persons will benefit from this activity; 67.09% of which will be low-moderate income.
	Location Description	Church Street/Doverdale CDBG target neighborhood
	Planned Activities	Construct ADA accessibility ramps, sidewalks, crosswalks and signal lamps in low to moderate income neighborhoods where none currently exist or are in disrepair, with first priority being to fund the installation of ADA ramps.
2	Project Name	General Program Administration
	Target Area	Citywide Low-Mod
	Goals Supported	AM-1 Overall Coordination

Needs Addressed	Administration, Planning, and Management Need
Funding	CDBG: \$69,334
Description	Overall administration of the CDBG Program; all aspects.
Target Date	6/30/2026
Estimate the number and type of families that will benefit from the proposed activities	
Location Description	125 N. Division Street, Salisbury, MD 21801
Planned Activities	CDBG Program Administration

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Salisbury will provide CDBG funds to activities principally benefitting low/mod income persons throughout the City. While specific target areas have been identified in the City, the majority of CDBG project funding is not directed to any specific geographic area, but based on income benefit. The City prioritizes CDBG projects located in LMI Census Tracts and Block Groups. The City has identified five (5) CDBG Target Neighborhoods: North Camden; Newtown/North Division Street; Church Street/Doverdale; Presidents/Princeton Area; and the Westside. The projects to be implemented with PY 2025 CDBG funds will benefit low- and- moderate income persons in the Church Street/Doverdale target neighborhood.

The City of Salisbury defines an Area of Minority Concentration as follows; “Census tracts where at least 60% of the population who reside within the census tract are identified as minority households, as defined by the 2010 U.S. Census.” According to the 2017-2021 American Community Survey, there are four (4) census tracts within the City of Salisbury which meet this definition: Census Tract 1, Census Tract 3, Census Tract 5, and Census Tract 102.

Census Tract 1 includes the Church Street/Doverdale CDBG Target Neighborhood. The percentage of minority residents residing in Census Tract 1 is 76.6%. This is the project location for the PY 2025 ADA Ramp and Sidewalk project.

Geographic Distribution

Target Area	Percentage of Funds
Citywide Low-Mod	20%
North Camden CDBG Target Area	
Presidents-Princeton CDBG Target Area	
Church Street-Doverdale CDBG Target Area	80%
Newtown-North Division CDBG Target Area	
West Side CDBG Target Area	

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The rationale for funding activities was first based on the eligibility of the activity and compliance with national objectives. Secondly, the demonstrated evidence of need in the community based upon an evaluation of the accessibility for disabled individuals to City sidewalks and the conditions of the existing sidewalks. Additional consideration was given based on the community’s or the agency/organization’s past history of expenditure of the CDBG funds for similar projects and the prospect of leveraging other

funds for this activity. Finally, the City will provide CDBG funds to activities principally benefitting low/mod income persons in the City, but additional consideration is given to projects that benefit the target areas of the City.

The City of Salisbury has utilized the following criteria when establishing priorities for CDBG projects:

- Meeting the statutory requirements of the CDBG program
- Meeting the needs of very-low and low- and moderate-income residents
- Focusing on low- and moderate-income areas or communities
- Coordinating and leveraging of resources
- Response to expressed needs
- Projects that would otherwise cause a special assessment to be levied against low- and moderate-income households
- Ability to complete the project in a timely manner

Affordable housing was identified as the largest underserved need in the City's Five Year Consolidated Plan. The City of Salisbury is not a HUD entitlement jurisdiction under the HOME program. Therefore, resources for housing activities are limited. The primary obstacle to meeting the underserved needs is the limited resources available to address the identified priorities in the City.

Discussion

The geographic locations and the public benefit for the PY 2025 CDBG Activities/Projects are as follows:

- Project SBY-2025-01: CoS- Low-Mod Neighborhood ADA Ramps, Sidewalk Construction & Pedestrian Improvements will benefit residents in the Church Street/Doverdale target neighborhood, comprised of Census Tract 1, Block Groups 2, 3, and 5.
- Project SBY-2025-02: Administration will provide program administration on a city-wide basis.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Salisbury utilizes its CDBG funds to rehabilitate existing affordable housing units, support the construction of new affordable housing units, and to provide down payment/closing cost assistance to facilitate housing affordability. In PY 2024, the City allocated 80% of the program year funding to concentrate on owner-occupied housing rehabilitation; these two projects are ongoing.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Type

Discussion

The City designated 80% of its PY 2024 funding for the following affordable housing activities:

- Project SBY-2024-01: Habitat for Humanity of Wicomico County – Critical Home Repairs will provide critical home repairs for low- and moderate-income owner-occupied housing units throughout the City. It is estimated that seventeen (17) LMI households will receive assistance.
- Project SBY-2024-02: Salisbury Neighborhood Housing Services – Owner-Occupied Housing Rehabilitation will provide critical home repairs for low- and moderate-income owner-occupied housing units throughout the City. It is estimated that seven (7) LMI households will receive assistance.

The above projects are in process with full funding available so the City elected to devote the PY 2025 to public infrastructure needs.

AP-60 Public Housing – 91.220(h)

Introduction

Over the past ten years the Wicomico County Housing Authority (WCHA) has dynamically redeveloped its public housing units. In partnership with Pennrose Properties LLC, the WCHA started revitalizing its obsolete public housing in January 2016 with the demolition of Booth Street and a \$37.4 million, two-phase redevelopment plan that replaced 100 low-income townhome units with 159 new modern, energy-efficient, affordable apartments financed through a combination of private mortgage, 9% LIHTC, RAD Capital, Deferred Developer Fee, and State of Maryland funding. Phase I was the construction of Stone Grove Crossing at the Booth Street Site. Fifty (50) of the new units were one-for-one replacement public housing, and an additional thirty-four (34) units funded using the Low-Income Housing Tax Credit (LIHTC) funds. These one-, two-, and three-bedroom units for families, seniors, and individuals met National Green Building Standards and Energy Star Certification. Phase II began in December 2018 with the construction of Square at Merritt Mill a seventy-five (75) unit apartment building comprised of fifty (50) one-for-one replacement units, seventeen (17) LIHTC units, and eight (8) new market units. These one-, two-, and three-bedroom units for families, seniors, and individuals also met National Green Building Standards and Energy Star Certification.

Actions planned during the next year to address the needs to public housing

The Wicomico County Housing Authority budgeted its FY 2025 Public Housing Operating Fund allocation for the following uses:

- Physical Improvements: \$338,306
- Management Improvements: \$7,500
- Administration: \$48,989
- Operations: \$97,978

The WCHA and its development partner Green Street Housing, LLC has begun the substantial renovations at the Riverside Homes. The project will consist of the total interior and exterior renovations of the Riverside Homes complex. In addition, the authority purchased from the City of Salisbury the Mitchell Landing apartment complex, an additional twenty-four (24) units of affordable housing which is also undergoing substantial renovations and is expected to be completed in early June. WCHA will continue to renovate its Scattered Site public housing units funding is made available. We recently awarded a contract to renovate 18 units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Wicomico County Housing Authority encourages residents of its public housing units to organize community groups to become more involved in housing management. Neighborhood crime watch groups have been formed and assist in ensuring the safety of residents is maintained. The WCHA board meets every month on the first Monday at the Stone Grove Community Center. These meetings are open to the public and are a means to communicate information to the public. The public and all program participants are encouraged to participate in these regular WCHA meetings.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable; the Wicomico County Housing Authority (WCHA) is designated as a “standard” performer by HUD.

Discussion

The Wicomico County Housing Authority is an important part of the City of Salisbury’s housing strategy, especially for extremely low-income households. The City of Salisbury recognizes the need for decent, safe, accessible, and affordable housing to address households affected by housing problems, severe housing problems and housing cost burdens. The City acknowledges that the important investment and redevelopment the Housing Authority continues throughout the Salisbury area to create attainable housing that is located near transportation, services, and employment while not excessively concentrating housing in one particular area of the City.

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The three lower shore counties of Wicomico, Worcester and Somerset comprise the Homeless Alliance for the Lower Shore Continuum of Care (HALS CoC) which includes representation from local health departments, governments, nonprofit organizations, businesses and interested residents both with and without lived experience of homelessness.

The CoC applies for Federal funding each year through the Department of Housing and Urban Development's (HUD) Notice of Funding Opportunity (NOFO) competition.

The most recent NOFO competition, for HUD FY 2023, provided a total award of \$1,332,250 that funded 7 permanent supportive housing (PSH) programs plus a CoC planning grant (total planning funding of \$38,800). These PSH programs are administered by either the Somerset County Health Department (SCHD) or the Maryland Department of Health (MDH) and operate in all three counties.

The SCHD programs account for 5 of the 7 total programs and that funding totaled \$1,006,121 which served 144 clients (107 designated as chronically homeless) in 87 households.

The remaining 2 projects are implemented by MDH and received total funding of \$287,329 that served 56 clients (26 chronically homeless) in 31 households.

In addition to HUD funded housing assistance, the US Department of Veterans Affairs provides HUD-VASH assistance for veterans and their families on the Lower Shore.

In addition, the City of Salisbury provides 11 units of PSH for unsheltered, chronically homeless clients at a cost of \$104,763.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The CoC will continue to support providers who are offering the following outreach to homeless persons and families:

- Wicomico County Health Department has contracted with Diakonia to provide a PATH staff person to conduct street outreach including encampments
- Two day facilities offer meals, services and bathroom facilities
- Community Resource Days are scheduled to provide outreach, information, and referrals for housing and services
- Faith based organizations provide outreach and referral for housing and services
- Veteran outreach through SSVF
- Homeless ID Project at HOPE
- Distribution of resource cards and guides throughout the area
- Outreach provided at community events

- Annual PIT count
- Food pantries and soup kitchen outreach
- 24-hour general help hotline, reached by calling 211
- HALS CoC website

The City continues to participate in CoC meetings and applicable subcommittees.

Addressing the emergency shelter and transitional housing needs of homeless persons

According to 2023 HIC data, the CoC had 294 emergency shelter beds, operating at a 72% participation rate, and 23 transitional housing beds, operating at a 100% participation rate. For 2025, coverage has increased slightly (+~20 beds) with the reopening of a shelter in Princess Anne but all other bed numbers remain the same.

Local providers that participate in the CoC will continue to operate two (2) day shelters that offer meals, services, and bathroom facilities:

HALO, 119 South Boulevard, Salisbury, MD, and
Joseph House, 812 Boundary Street, Salisbury, MD

The following services remain available:

- Wicomico County Department of Social Services
- Wicomico County Health Department
- Wicomico County Public Library
- Rapid rehousing and homeless prevention through Diakonia, the Seton Center, Wraparound Maryland
- Catholic Charities - Seton Center
- Goodwill Industries
- HOPE
- Joseph House
- The Salvation Army
- Shore Transit
- Telamon Corporation
- Salisbury Urban Ministries

The CoC will continue to attempt to expand its permanent supportive housing programs to result in additional beds being made available at emergency shelters and transitional housing locations.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The CoC works with its partners to resolve, reduce and remove barriers homeless persons' experience during their transition to permanent housing and independent living by:

- Establishing coordinated assessment process to reduce barriers to program entry
- Implementing the housing first model
- Connecting program participants to resources such as: income; utilities, rent, identification, case management, etc.) to sustain permanent housing
- Utilizing available housing resource lists to assist program participants to identify housing options
- Using HMIS data to analyze results

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The CoC has created a network of outreach programs, intake and assessment options, housing opportunities, and service referrals to help low-income individuals and families avoid becoming homeless. This process is linked to the coordinated entry system and the 'housing first' model. Additionally, the Maryland Department of Health and Mental Hygiene (DHMH) provides referral services and case management to persons being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions) to ensure that those individuals receive the supportive services that match their needs.

While all of the publicly funded institutions and systems of care in the area have adopted discharge policies and procedures that are designed to not discharge clients into homelessness, CoC members have observed that the implementation of these plans is not flawless. The CoC has identified a lack of adequate staffing levels to properly access post-discharge housing and services. The largest area of improvement the CoC has identified to address this issue, is utilization of the CoC's coordinated entry system. The CoC will continue its efforts, in collaboration with the City and tri-county members, to improve knowledge and communication between publicly funded institutions and systems of care that could potentially discharge a client into homelessness and the housing/service providers.

The City of Salisbury's Housing and Community Development Department has staff available to refer low-income individuals and families to available supportive service programs to help them avoid becoming homeless. Additionally, the Housing Authority has prioritized waiting list status for seniors and persons with disabilities.

The City of Salisbury has developed community centers in two target areas to address the needs of our local youth. The City purchased a building at 306 Newton Street, and that building has undergone

substantial renovations which has allowed the City to offer a range of after school programs at the facility. After-school programs are an effective means of preventing youth from engaging in destructive lifestyles, such as drug use, delinquency, violence, and school failure. These programs provide benefits to youth that extend beyond academics, helping to develop the whole child - academically, socially and emotionally.

The Newton Community Center also provides a space for adult programming, which includes English classes through Wor-Wic Community College, a meeting place for social groups, and continuing education classes. The center also provides a location for community events like wellness expos, job fairs, food distribution, and neighborhood revitalization.

The City is now operating a second Community Center at 319 Truitt Street. The City had previously been renting the building that houses the Truitt St. Community Center, but we have recently purchased it and completed some major improvements to the facility. The Center is open to anyone who would like to participate in the activities offered, however the youth served are typically between 8 and 24 years of age.

The Truitt St. Community Center uses basketball and other community partner programs to reach the neighborhood youth. The participants benefit from sports activities, tutoring, group and enrichment exercises, and homework help. The Center partnered with the Boys and Girls Club to serve the area youth, even during the summer months.

The City has also provided CDBG funding over the years to local agencies for projects that address the needs of the elderly and/or disabled populations. Those agencies include: MAC, Inc., Area Agency on Aging; Holly Community, Inc. (now known as the Bay Area Center for Independent Living); and the Deaf Independent Living Association (DILA).

Discussion

The CoC has identified the following goals for PY 2025:

- Reduce the number of homeless individuals and families
- Reduce the number of chronically homeless individuals and families
- Reduce the number of first-time homeless individuals and families
- Reduce the length of time people experience homelessness
- Reduce the returns to homelessness
- Declare an end to veteran homelessness

The City of Salisbury does not intend to provide housing and supportive services for persons with HIV/AIDS and their families, we will rely on the local health service agencies who work with those individuals to provide those services.

The City does not intend to provide housing and supportive services to public housing residents, as

those services are provided by the Wicomico County Housing Authority.

DRAFT

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Salisbury is in the process of updating its Comprehensive Plan. A component of the Comprehensive Plan will review public policies for housing availability discriminatory practices that either directly or disproportionately affect certain protected classes. The City completed an Analysis of Impediments to Fair Housing Choice concurrent with the preparation of the Five-Year Consolidated Plan during program year 2024.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City will continue to undertake the following actions to address the negative effects of public policies that serve as barriers to affordable housing:

- Review the City Zoning Ordinance and amend sections of the municipal code upon the adoption of the updated Comprehensive Plan to allow for more flexibility in setback requirements, thus creating opportunities for the construction of additional housing units;
- Consider new incentive programs for our local non-profit partners including Habitat 4 Humanity and Salisbury Neighborhood Housing to increase the attainable housing stock and increase homeownership;
- Leverage its financial resources and apply for additional public and private housing funding;
- Continue to address homeless populations with the introduction of a Chronically Homeless Transitional Dwelling Unit Community offering 24 homeless individuals the opportunity to participate in a program which provides housing, job training and resources;
- Complete the administration of the City's Here is Home program to incentivize construction of roughly 7,000 new dwelling units before June 30, 2027.

The City of Salisbury has allocated PY 2025 CDBG funds to the following activity to address barriers to affordable housing: SBY-2025-01 -- CDBG Program Administration

Discussion:

The City of Salisbury is committed to removing or reducing barriers to the development of affordable housing throughout the City. To achieve this goal, the City of Salisbury plans to:

- Provide developers with incentives for the construction of affordable housing.
- Continue to waive single-family owner-occupied building permit fees for affordable housing.
- Assist in acquiring sites for affordable housing.

- Promote Federal and State financial assistance for affordable housing development.

Develop legislation, policies, and procedures to address tax-delinquent properties that are vacant lots and work with non-profit entities and private developers to construct homes that are attainable with the requirement that they are owner-occupied.

DRAFT

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Salisbury has developed the following actions to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based hazards, reduce the number of poverty-level families, develop institutional structures, and enhance coordination between public, private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting the underserved needs in the City of Salisbury is the limited financial resources available to address the priorities identified in the Five-Year Consolidated Plan and the lack of affordable housing. The City of Salisbury is not a HUD entitlement jurisdiction under the HOME program. Therefore, resources from HUD for housing activities are limited to CDBG funding. Under the PY 2025 CDBG Program the City will take the following actions:

- Continue to leverage its financial resources and apply for additional public and private funds.
- Continue to provide funds for new affordable housing.
- Continue its support and cooperation with the Continuum of Care.
- Continue to promote economic development.
- Continue to provide public safety improvements.
- Continue to remove slum and blighting conditions in the City.

Actions planned to foster and maintain affordable housing

Since 2016, the City of Salisbury, in partnership with the Wicomico County Health Department (WiCHD) and Help and Outreach Point of Entry, Inc. (HOPE), has been running a permanent supportive housing (PSH) program for chronically homeless persons. This program adheres to a 'Housing First' philosophy, stressing a relatively low barrier for access to the program and high bar for ejection from the program. In 2024 the City of Salisbury placed no additional households in the PSH program; currently the City's PSH program has 11 active household, with a total of 12 people, consisting of 12 adults.

Participants are housed in private, scattered-site rentals, with the majority of the cost of housing (rent and utilities) covered by the City. Participants are required to contribute 30% of their income to the payment of their rent. The WiCHD provides targeted case management (TCM) to participants of the program, reimbursable through Medicaid. The case managers meet with the program participants approximately once a week. As needed, the Homeless Alliance of the Lower Shore (HALS) CoC provides ongoing support and advice to the City on operating the program.

The City will continue to work with the PY 2024 subrecipients, Habitat for Humanity and Salisbury

Neighborhood Housing to implement two critical needs housing repair programs designed to assist low-to-moderate income homeowners. These programs will aid in the maintenance of the City's existing affordable housing stock.

The Wicomico Housing Authority will continue to fund the following activities to foster and maintain affordable housing in the City of Salisbury:

- Continue to provide Housing Choice Vouchers and public housing units
- Continue to rehabilitate, make 504 improvements, and develop new housing units

Actions planned to reduce lead-based paint hazards

Per ACS and CHAS data, it is estimated that there are 1,136 (or 47% of) owner-occupied housing units and 4,319 (or 47% of) renter-occupied housing units built before 1980 and may contain a lead-based paint hazard. It is estimated that there are 1,074 (or 31% of) owner-occupied housing units and 110 (or 1% of) renter-occupied housing units built before 1980 that may contain a lead-based paint hazard with children present located in the City.

The City of Salisbury will continue to comply with Title 24 Part 35: Lead-Based Paint Poisoning Prevention in Certain Residential Structures (Current Rule) for the ongoing housing rehabilitation activities that are being funded with PY 2024 CDBG funds.

Actions planned to reduce the number of poverty-level families

Based on the 2018-2022 ACS data an estimated 23.5% of the City of Salisbury's residents lived in poverty, which is greater than the State of Maryland where 9.6% of residents lived in poverty. Female-headed households with children are particularly affected by poverty at 37.6%, and 25.6% of all youth under the age of 18 were living in poverty.

The City of Salisbury will continue the following activities that will reduce the number of poverty-level families:

- Project SBY-2024-01: Habitat for Humanity of Wicomico County – Critical Home Repairs will provide critical home repairs for low- and moderate-income owner-occupied housing units throughout the City.
- Project SBY-2024-02: Salisbury Neighborhood Housing Services – Owner-Occupied Housing Rehabilitation will provide critical home repairs for low- and moderate-income owner-occupied housing units throughout the City.

- Continue operation of Anne Street Village to provide transitional housing
- Provide case management and supportive services to members of the homeless population

through the City's Housing First initiative

Actions planned to develop institutional structure

The City of Salisbury has a productive working relationship with many community partners in the implementation of the City's housing and community development projects. The Housing & Community Development Department will coordinate activities among the public and private agencies and organizations in the City. This coordination will ensure that the goals and objectives stated in the PY 2024-2028 Five Year Consolidated Plan will be effectively addressed by more than one entity. The following entities will carry out the PY 2025 annual goals and objectives:

- City of Salisbury Housing & Community Development Department (HCDD) -- manages the Newton Street and Truitt Street Community Centers and operates the Anne Street Village for the homeless
- The Wicomico County Housing Authority – manages and administers Housing Choice Vouchers and public housing units.
- Homeless Alliance for the Lower Shore (HALS) Continuum of Care (CoC) Committee – coordinates homeless services and homeless prevention activities.
- Habitat for Humanity of Wicomico County – affordable housing provider.
- Salisbury Neighborhood Housing Services – affordable housing provider.

The City will continue to develop relationships that will assist the City to address its housing and community development needs especially collaborative relationships that provide additional financial resources and expertise that can be used to supplement existing services in the City.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Salisbury is committed to continuing its participation and coordination with social service agencies, housing agencies, community and economic development agencies, county, federal, and state agencies, as well as with the private and non-profit sectors, to serve the needs of target income individuals and families in the City of Salisbury.

In those years when the City elects to hold an open funding round for the Community Development Block Grant (CDBG) program, it conducts a competitive application process to award funds to other public agencies and local 501(c)(3) non-profit organizations to undertake CDBG eligible activities. The applications are reviewed by the CDBG Review Committee and / or City Staff Members, the Mayor, and finally submitted to the City Council for approval. A percentage of the City's CDBG funds are then awarded on a competitive basis to non-profit applicants for eligible activities. However, in some years the City may choose to utilize the CDBG funds internally to conduct eligible activities that meet a national objective.

The City staff provides help and assistance as needed to assist the public agencies that receive CDBG funding.

During this program year, the City funded Project 2025-01: Program Administration in the amount of \$69,334 to accomplish this goal.

Discussion:

The Finance Department has the primary responsibility for monitoring the City's Five-Year Consolidated Plan and Annual Action Plan. The Department maintains records on the progress toward meeting the goals and the statutory and regulatory requirements of each activity. The Department has a monitoring process that is focused on analyzing activities based on program performance, financial performance, and regulatory compliance. The accomplishments of the PY 2025 CDBG activities will be reported in the PY 2025 Consolidated Annual Performance and Evaluation Report (CAPER) and will be used as a basis for future funding decisions.

DRAFT

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City of Salisbury will receive an allocation of CDBG funds in the amount of \$346,673 (estimate) for PY 2025. The City does not expect to receive any Program Income during the PY 2025 program year. Since the City receives a CDBG allocation, the questions below have been completed as applicable.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

- | | |
|--|----------|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| Total Program Income: | 0 |

Other CDBG Requirements

- | | |
|---|---------|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

Under the PY 2025 CDBG Program, the City will receive a grant in the amount of \$346,673 (estimate) and anticipates \$0 in program income. The City budgeted \$69,334 for General Administration for a total planning and administration cost of \$69,334 (estimate) (20.00%). The balance of funds (\$277,339) (estimate) will be allocated to the ADA ramp and sidewalk project which will principally benefit low- and moderate-income households in the amount of \$277,339 (estimate) (100.00%).

DRAFT

Citizen Participation – Documentation

DRAFT

2025 CDBG ACTION PLAN
PUBLIC HEARINGS

The City of Salisbury Community Development Block Grant (CDBG) 2025 Action Plan (draft) will be available for public review beginning on Friday, April 4, 2025. The Action Plan may be viewed on the City website (www.salisbury.md) under the Housing & Community Development Department (HCDD) – Community Development section.

The first Public Hearing on the City's CDBG program will be held on Tuesday, April 22, 2025 from 6:00 p.m. to 7:00 p.m. in the Council Chambers, Room 301 of the City/County Government Building. This hearing will allow citizens an opportunity to comment on the 2025 Action Plan and provide their views on the community development needs of the City of Salisbury. Based on PY 2024 allocations, the City estimates that it will receive a Federal Community Development Block Grant (CDBG) allocation from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$346,673 for PY 2025. The City proposes to fund the following activities: City of Salisbury ADA Compliant Sidewalk Ramps in the amount of - \$277,339, and CDBG Program Administration – in the amount of \$69,334. The City has not yet received its PY 2025 allocation from HUD. Upon receipt of the PY 2025 allocation, the actual activity budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation amounts. All interested persons are encouraged to attend.

The second CDBG Public Hearing will be held on Thursday, May 8, 2025 from 5:30 p.m. to 6:30 p.m. in the Council Chambers, Room 301 of the City/County Government Building. This hearing will provide citizens with a status report on the CDBG projects that are currently underway and those that have been completed in the last year. Residents will also have an opportunity to provide their views on the community development needs of the City of Salisbury. All interested persons are encouraged to attend.

Both hearings will be broadcast live on PAC-14 and then uploaded to You Tube for viewing.

The City will be accepting written comments on the 2025 Action Plan through 4:30 p.m. on Monday, May 5, 2025. All written comments should be emailed to ilyannm@salisbury.md or mailed to the City of Salisbury, Finance Dept. – Grants Office, 425 N. Division Street, #103, Salisbury, Maryland 21801. For additional information you may contact the Grants Office at (410) 548-3110.

Jo Ellen Bynum, Grants Manager
Finance Dept. – Grants Office

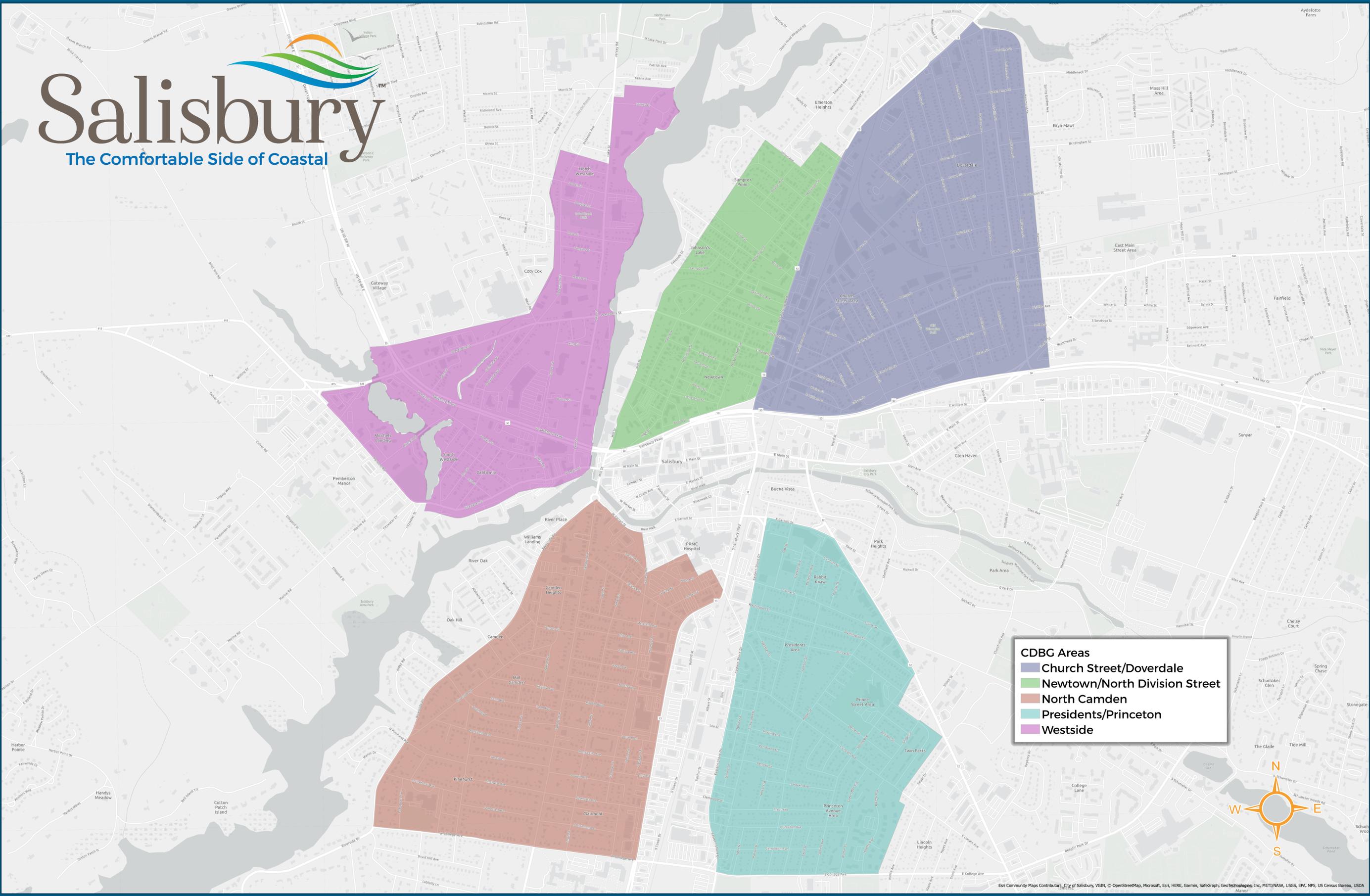
4/4/2025

CDBG Target Areas – Maps

DRAFT

Salisbury

The Comfortable Side of Coastal



CDBG Areas

- Church Street/Doverdale
- Newtown/North Division Street
- North Camden
- Presidents/Princeton
- Westside



Eri Community Maps Contributors, City of Salisbury, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

D:\Projects\GIS\City\Finance\Community Development Block Grant\PRO\CDBG Web Map



Community Development Block Grant Areas

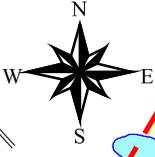
Salisbury, MD

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Date: 3/17/2023
PCS: MD83F



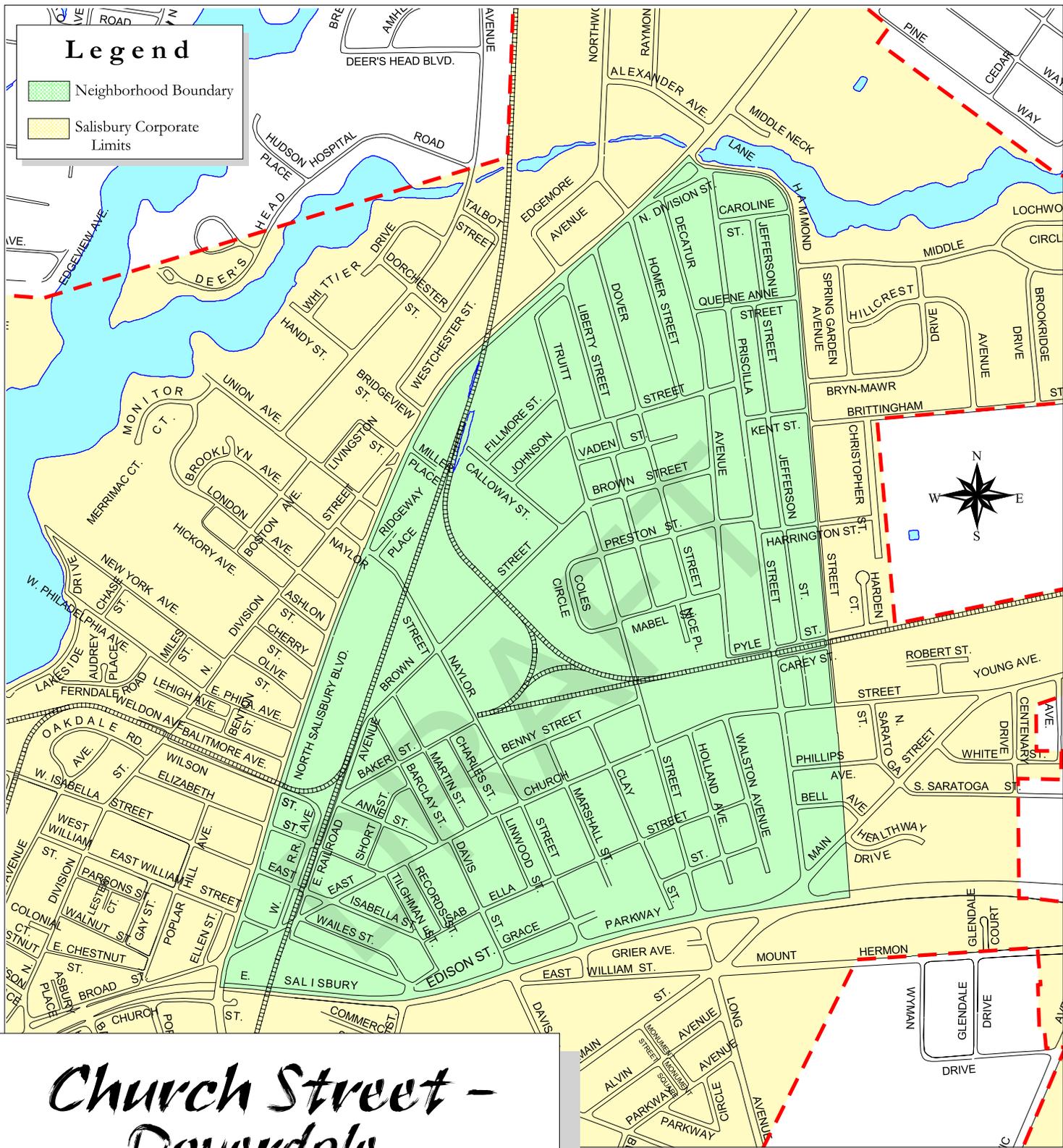
Legend

- Neighborhood Boundary
- Salisbury Corporate Limits



Camden Avenue

**CDBG
Target Area**

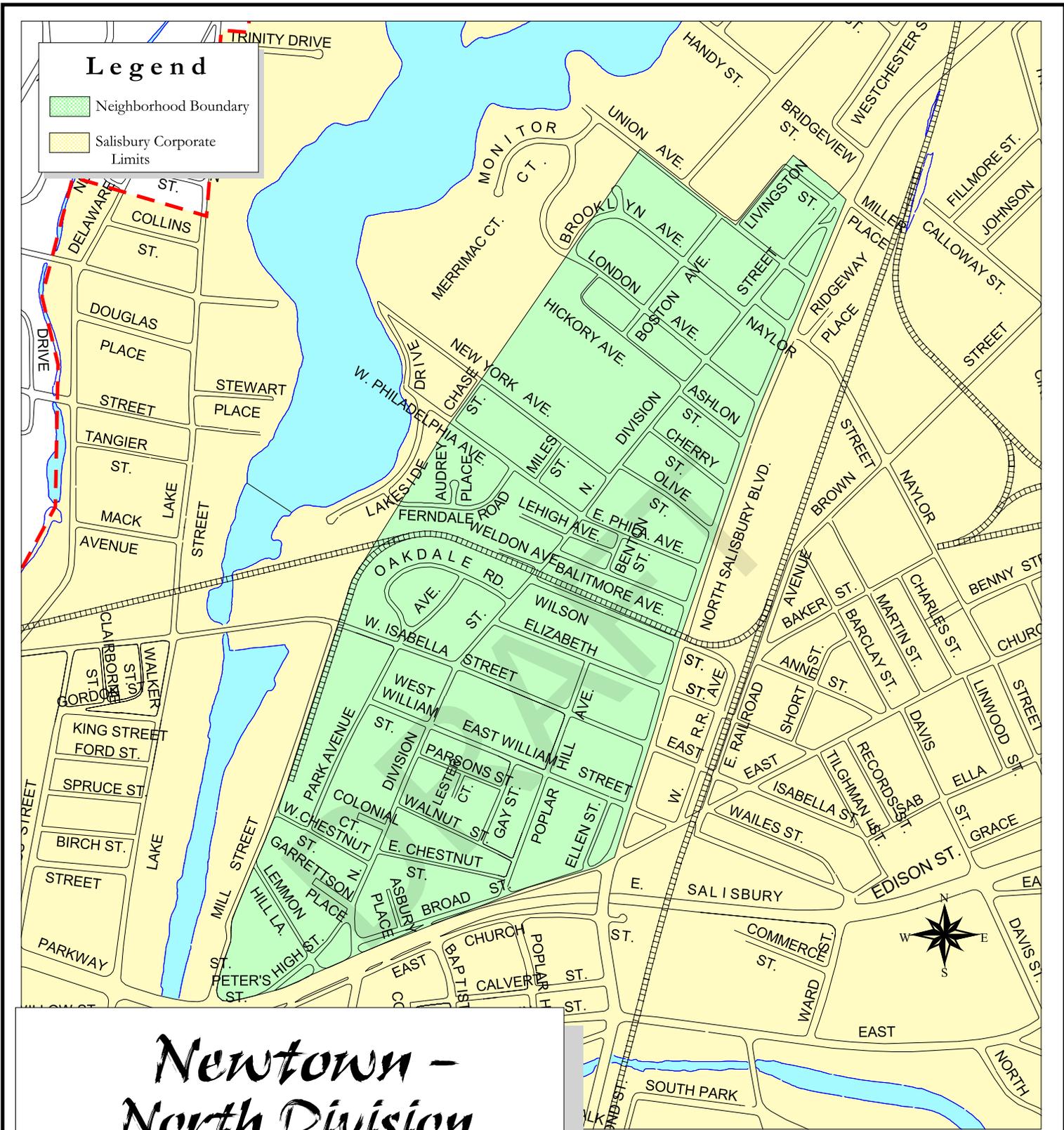


*Church Street -
Doverdale*

CDBG Target Area



Salisbury / Wicomico Planning & Zoning
2/15/2005



*Newtown -
North Division*

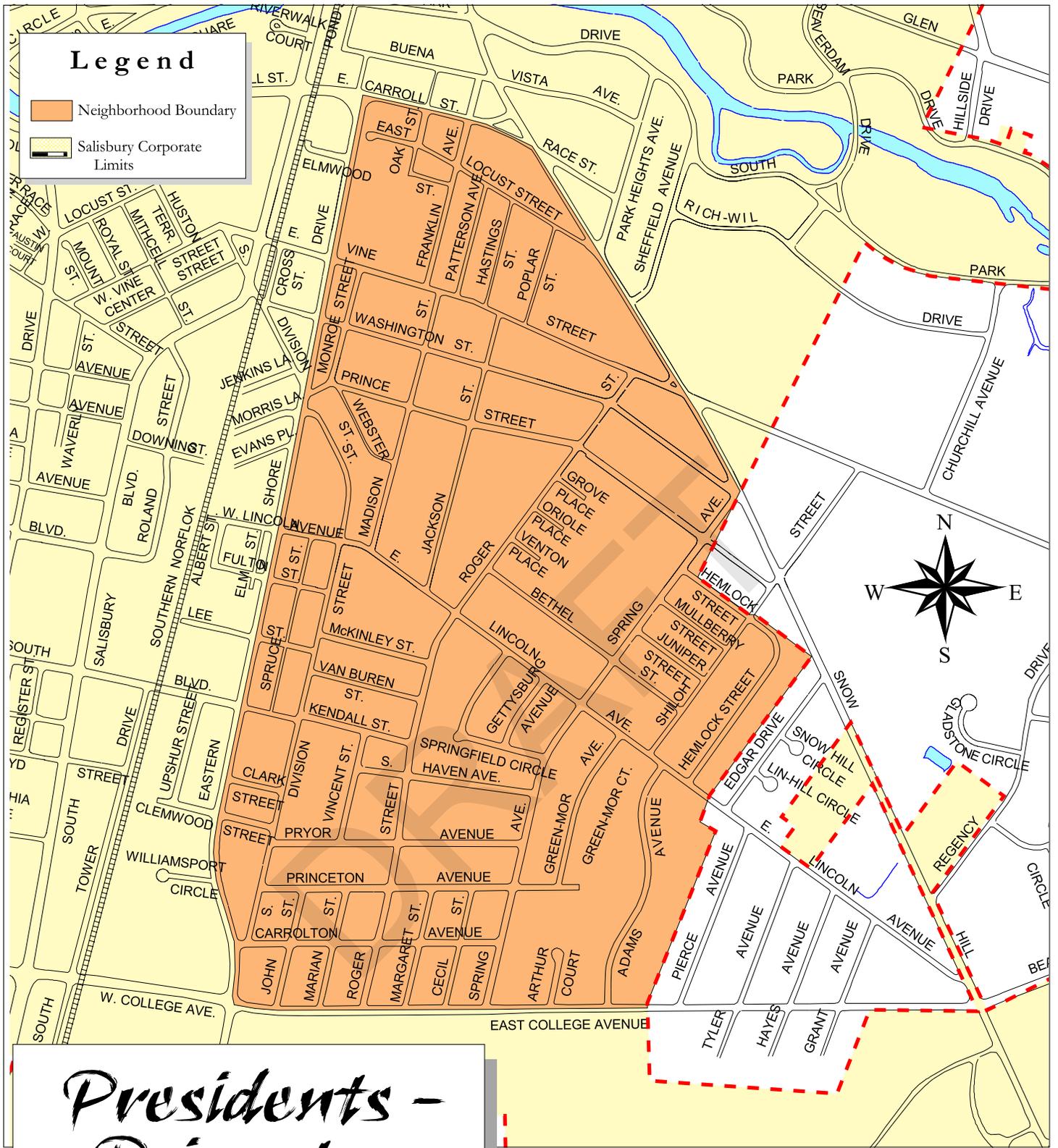
**CDBG
Target Area**



Salisbury / Wicomico Planning & Zoning
2/15/2005

Legend

- Neighborhood Boundary
- Salisbury Corporate Limits

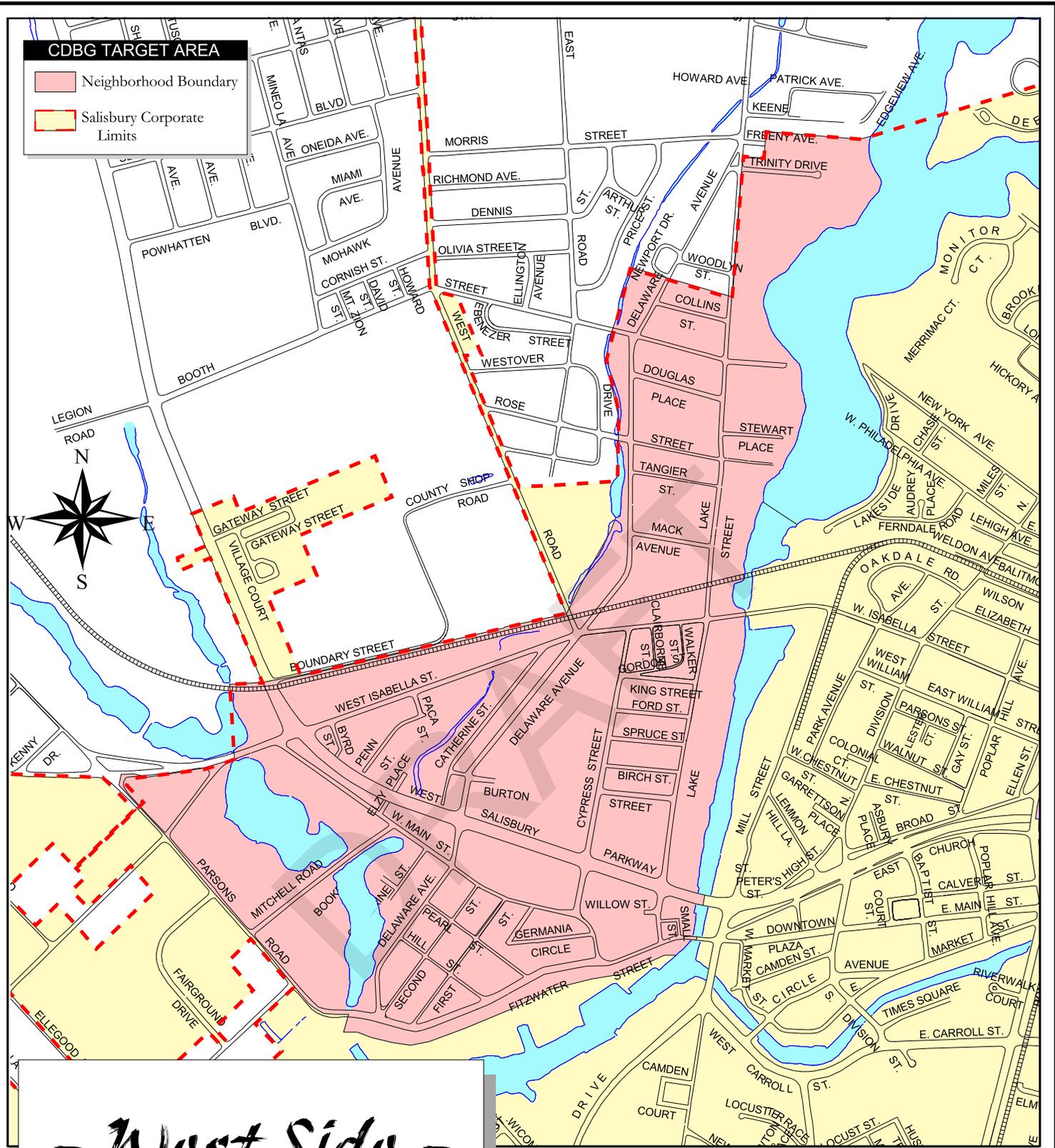


Presidents - Princeton

CDBG Target Areas



Salisbury / Wicomico Planning & Zoning
3/3/2009



- West Side -

CDBG Target Areas

Homeless Information

DRAFT

PIT > MD-513 > 2024 > All Homeless Populations

✖ Record Locked for Editing

The record is currently locked and cannot be modified.

Date of PIT Count: January 24, 2024

Save Record

Discard Changes

Type of Count Conducted This Year: Both sheltered and unsheltered

i Youth Populations and Veteran Populations data are a subset of the All Homeless Populations data. Veterans and Youth Populations and Veteran Populations data should be included in the All Homeless Populations data section.

Adult & Child (at least one adult and one child)

Child Only

Adult Only (without children)

Totals

Persons in households with at least one adult and one child	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	<input type="text" value="18"/>	<input type="text" value="8"/>	<input type="text" value="1"/>	27
Total Number of Persons (Adults & Children)	66	21	3	90
Number of Persons (under age 18)	<input type="text" value="44"/>	<input type="text" value="13"/>	<input type="text" value="2"/>	59
Number of Persons (18 - 24)	<input type="text" value="2"/>	<input type="text" value="2"/>	<input type="text" value="0"/>	4
				146

Number of Persons (25 - 34)	<input type="text" value="6"/>	<input type="text" value="5"/>	<input type="text" value="1"/>	12
Number of Persons (35 - 44)	<input type="text" value="11"/>	<input type="text" value="1"/>	<input type="text" value="0"/>	12
Number of Persons (45 - 54)	<input type="text" value="2"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	2
Number of Persons (55 - 64)	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	1
Number of Persons (65 and older)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

Gender (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Woman (Girl if child)	<input type="text" value="40"/>	<input type="text" value="13"/>	<input type="text" value="1"/>	54
Man (Boy if child)	<input type="text" value="26"/>	<input type="text" value="8"/>	<input type="text" value="2"/>	36
Culturally Specific Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Transgender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Non-Binary	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Questioning	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Different Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

More Than One Gender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Race (adults and children)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
American Indian, Alaska Native, or Indigenous (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
American Indian, Alaska Native, or Indigenous & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Asian or Asian American (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Asian or Asian American & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Black, African American, or African (only)	<input type="text" value="53"/>	<input type="text" value="0"/>	<input type="text" value="3"/>	56
Black, African American, or African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="21"/>	<input type="text" value="0"/>	21
Hispanic/Latina/e/o (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

White (only)	<input type="text" value="13"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	13
White & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial (all other)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Chronically Homeless	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	<input type="text" value="2"/>		<input type="text" value="1"/>	3
Total Number of Persons	<input type="text" value="9"/>		<input type="text" value="3"/>	12

Notes

0

i Help

- The PIT count should be completed using unduplicated counts or statistically reliable estimates of homeless persons in sheltered and unsheltered locations on a single night during the last ten days of January 2023. HUD requires that PIT counts be conducted in compliance with HUD counting standards and related methodology guidance. PIT Guides and Tools are available on the HUD Exchange. CoCs that are considering performing their

PIT > MD-513 > 2024 > All Homeless Populations

✖ Record Locked for Editing

The record is currently locked and cannot be modified.

Date of PIT Count: January 24, 2024

Save Record

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Adult & Child (at least one adult and one child)

Child Only

Adult Only (without children)

Totals

Persons in households with only children	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	1
Number of Persons (under age 18)	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	1

Gender	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
					150

Woman (Girl if child)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Man (Boy if child)	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	1
Culturally Specific Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Transgender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Non-Binary	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Questioning	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Different Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
More Than One Gender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

Race	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
American Indian, Alaska Native, or Indigenous (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
American Indian, Alaska Native, or Indigenous & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Asian or Asian American (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Asian or Asian American & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

Black, African American, or African (only)	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	1
Black, African American, or African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Hispanic/Latina/e/o (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
White (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
White & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial (all other)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Chronically Homeless	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Persons	<input type="text" value="0"/>		<input type="text" value="0"/>	<input type="text" value="0"/>	0

PIT > MD-513 > 2024 > All Homeless Populations

× Record Locked for Editing

The record is currently locked and cannot be modified.

Date of PIT Count: January 24, 2024

Save Record

Discard Changes

Type of Count Conducted This Year: Both sheltered and unsheltered

i Youth Populations and Veteran Populations data are a subset of the All Homeless Populations data. Veterans and Youth Populations and Veteran Populations data should be included in the All Homeless Populations data section.

Adult & Child (at least one adult and one child)

Child Only

Adult Only (without children)

Totals

Persons in Households without children	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	<input type="text" value="149"/>	<input type="text" value="6"/>	<input type="text" value="0"/>	<input type="text" value="29"/>	184
Total Number of Persons (Adults)	149	6	0	29	184
Number of Persons (18 - 24)	<input type="text" value="12"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	12
Number of Persons (25 - 34)	<input type="text" value="16"/>	<input type="text" value="2"/>	<input type="text" value="0"/>	<input type="text" value="3"/>	21
					153

Number of Persons (35 - 44)	<input type="text" value="26"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="5"/>	31
Number of Persons (45 - 54)	<input type="text" value="36"/>	<input type="text" value="3"/>	<input type="text" value="0"/>	<input type="text" value="7"/>	46
Number of Persons (55 - 64)	<input type="text" value="46"/>	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="12"/>	59
Number of Persons (65 and older)	<input type="text" value="13"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	15
Gender	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Woman (Girl if child)	<input type="text" value="33"/>	<input type="text" value="4"/>	<input type="text" value="0"/>	<input type="text" value="8"/>	45
Man (Boy if child)	<input type="text" value="116"/>	<input type="text" value="2"/>	<input type="text" value="0"/>	<input type="text" value="21"/>	139
Culturally Specific Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Transgender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Non-Binary	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Questioning	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Different Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
More Than One Gender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

Race	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
American Indian, Alaska Native, or Indigenous (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
American Indian, Alaska Native, or Indigenous & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Asian or Asian American (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Asian or Asian American & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Black, African American, or African (only)	<input type="text" value="83"/>	<input type="text" value="4"/>	<input type="text" value="0"/>	<input type="text" value="8"/>	95
Black, African American, or African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Hispanic/Latina/e/o (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
White (only)	<input type="text" value="63"/>	<input type="text" value="2"/>	<input type="text" value="0"/>	<input type="text" value="21"/>	86

White & Hispanic/Latina/e/o	<input type="text" value="3"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	3
Multi-Racial & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial (all other)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Chronically Homeless	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of persons	<input type="text" value="28"/>		<input type="text" value="0"/>	<input type="text" value="0"/>	28

Notes

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DRAFT

i Help

- The PIT count should be completed using unduplicated counts or statistically reliable estimates of homeless persons in sheltered and unsheltered locations on a single night during the last ten days of January 2023. **HUD requires that PIT counts be conducted in compliance with HUD counting standards and related methodology guidance.** [PIT Guides and Tools](#) are available on the HUD Exchange. CoCs that are considering performing their required PIT count outside of the last 10 days of January must request a PIT count date exception from HUD. No HUD permission or exception is required for CoCs to conduct supplemental PIT counts.
- Persons counted in permanent housing, permanent supportive housing and rapid re-housing should not be included in the PIT count of homeless persons reported to HUD.
- Persons counted in any location not listed on the Housing Inventory Count (HIC) should not be included in the PIT count of homeless persons reported to HUD (e.g. institutional settings, residential treatment facilities, doubled-up with family or friends).

PIT > MD-513 > 2024 > All Homeless Populations

✖ Record Locked for Editing

The record is currently locked and cannot be modified.

Date of PIT Count: January 24, 2024

Save Record

Discard Changes

Type of Count Conducted This Year: Both sheltered and unsheltered

i Youth Populations and Veteran Populations data are a subset of the All Homeless Populations data. Veterans and Youth Populations and Veteran Populations data should be included in the All Homeless Populations data section.

Adult & Child (at least one adult and one child)

Child Only

Adult Only (without children)

Totals

Total Households and Persons	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of HouseHolds	168	14	0	30	212
Total Number of Persons	216	27	0	32	275
Under18	0	0	0	0	0
18To24	0	0	0	0	0

25To34	0	0	0	0	0
35To44	0	0	0	0	0
45To54	0	0	0	0	0
55To64	0	0	0	0	0
65AndOlder	0	0	0	0	0
Gender	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Female	0	0	0	0	0
Male	0	0	0	0	0
DiAsMft	0	0	0	0	0
GenderQuest	0	0	0	0	0
Trans	0	0	0	0	0
Race	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
AmericanIndian	0	0	0	0	0
Asian	0	0	0	0	0
Black	0	0	0	0	0

NativeHawaiian	0	0	0	0	0
White	0	0	0	0	0
MultipleRace	0	0	0	0	0
Chronically Homeless	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total number of Persons	37		0	3	40

Help

- The PIT count should be completed using unduplicated counts or statistically reliable estimates of homeless persons in sheltered and unsheltered locations on a single night during the last ten days of January 2023. **HUD requires that PIT counts be conducted in compliance with HUD counting standards and related methodology guidance.** [PIT Guides and Tools](#) are available on the HUD Exchange. CoCs that are considering performing their required PIT count outside of the last 10 days of January must request a PIT count date exception from HUD. No HUD permission or exception is required for CoCs to conduct supplemental PIT counts.
- Persons counted in permanent housing, permanent supportive housing and rapid re-housing should not be included in the PIT count of homeless persons reported to HUD.
- Persons counted in any location not listed on the Housing Inventory Count (HIC) should not be included in the PIT count of homeless persons reported to HUD (e.g. institutional settings, residential treatment facilities, doubled-up with family or friends).
- The gender category “Gender Non-Conforming” is intended to represent people whose gender identity is not “male, female, or transgender,” and should not be used in the event that gender of a person is unknown. In the event gender is unknown, CoCs should use approved extrapolation techniques to ensure that the total number of persons listed under each category equal the total number of persons counted.
- It is important for CoCs to closely coordinate their HIC and PIT counts of sheltered homeless persons and report only those persons who are staying in emergency shelter, Safe Haven, or transitional housing beds/units identified on the HIC. The total number of persons reported in all emergency shelter, Safe Haven, and transitional housing projects on the HIC must match the total number of sheltered persons reported in the PIT Population tab in the HDX. Please refer to the 2019 HIC and PIT Data Collection Notice for additional information and instructions concerning HIC and PIT data collection.
- Youth Populations and Veteran Populations data is a subset of the All Homeless Populations data. Veterans and Youth Populations and Veteran Populations data should be included in the All Homeless Populations data section.

PIT > MD-513 > 2024 > Youth Populations

Record Locked for Editing

The record is currently locked and cannot be modified.

Date of PIT Count: January 24, 2024

Save Record

Discard Changes

Type of Count Conducted This Year: Both sheltered and unsheltered

Youth Populations and Veteran Populations data are a subset of the All Homeless Populations data. Veterans and Youth Populations and Veteran Populations data should be included in the All Homeless Populations data section.

Unaccompanied Youth Households

Parenting Youth Households

	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Unaccompanied Youth Households	<input type="text" value="13"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	13
Total Number of Unaccompanied Youth	13	0	0	0	13
Number of Unaccompanied Children (under age 18)	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	1
Number of Unaccompanied Youth (age 18 to 24)	<input type="text" value="12"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	12
					160

Gender (unaccompanied youth)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Woman (Girl if child)	<input type="text" value="5"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	5
Man (Boy if child)	<input type="text" value="8"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	8
Culturally Specific Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Transgender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Non-Binary	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Questioning	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Different Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
More Than One Gender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Race (unaccompanied youth)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
American Indian, Alaska Native, or Indigenous (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
American Indian, Alaska Native, or Indigenous & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

Asian or Asian American (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Asian or Asian American & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Black, African American, or African (only)	<input type="text" value="10"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	10
Black, African American, or African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Hispanic/Latina/e/o (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
White (only)	<input type="text" value="3"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	3
White & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial (all other)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

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Chronically Homeless	Sheltered		Unsheltered	Total	162
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	Emergency	Transitional	Safe Haven	
Total Number of Persons	<input type="text" value="1"/>		<input type="text" value="0"/>	<input type="text" value="0"/>
				<input type="text" value="1"/>

Notes

0

i Help

- Data reported in this table (unaccompanied youth) is a subset of unaccompanied youth and children from the following two tables under Homeless Populations.
 - **Persons in households without children** - The subset of data to include from this table are of persons who are single “youth” adults between 18 and 24.
 - **Persons in households with only children** - The subset of data to include from this table are persons who were under age 18 and living on their own.
- The gender category “Gender Non-Conforming” is intended to represent people whose gender identity is not “male, female, or transgender,” and should not be used in the event that gender of a person is unknown. In the event gender, ethnicity, race, or Chronically Homeless status is unknown, CoCs should use approved extrapolation techniques to ensure that the total number of persons listed under each category equal the total number of persons counted. See HUD [Point-in-Time Count Methodology Guide](#) and [Point-in-Time Count Implementation Tools](#) page on the HUD Exchange.
- CoCs must report data on persons in Youth Households, including the gender, race, and ethnicity for unaccompanied youth. Unaccompanied youth are persons under age 25 who are not presenting or sleeping in the same place as their parent or legal guardian or their own children. Unaccompanied youth are either a subset of households without children, if they are 18 to 24, or households with only children, if they are under 18.

PIT > MD-513 > 2024 > Youth Populations

Record Locked for Editing

The record is currently locked and cannot be modified.

Date of PIT Count: January 24, 2024

Save Record

Discard Changes

Type of Count Conducted This Year: Both sheltered and unsheltered

Youth Populations and Veteran Populations data are a subset of the All Homeless Populations data. Veterans and Youth Populations and Veteran Populations data should be included in the All Homeless Populations data section.

Unaccompanied Youth Households

Parenting Youth Households

	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Parenting Youth Households	1	2	0	3
Total Number of Persons in Parenting Youth Households	4	5	0	9
Total Parenting Youth (youth parents only)	1	2	0	3
Total Children in Parenting Youth Households	3	3	0	6

Number of Parenting Youth (under age 18)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Children in Households With Parenting Youth Under Age 18 (children under age 18 with parents under 18)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Number of Parenting Youth (age 18 to 24)	<input type="text" value="1"/>	<input type="text" value="2"/>	<input type="text" value="0"/>	3
Children in Households With Parenting Youth Age 18 to 24 (children under age 18 with parents age 18 to 24)	<input type="text" value="3"/>	<input type="text" value="3"/>	<input type="text" value="0"/>	6
	Sheltered		Unsheltered	Total
Gender (youth parents only)	Emergency	Transitional		
Woman (Girl if child)	<input type="text" value="1"/>	<input type="text" value="2"/>	<input type="text" value="0"/>	3
Man (Boy if child)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Culturally Specific Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Transgender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Non-Binary	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Questioning	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Different Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

More Than One Gender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Race (youth parents only)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
American Indian, Alaska Native, or Indigenous (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
American Indian, Alaska Native, or Indigenous & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Asian or Asian American (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Asian or Asian American & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Black, African American, or African (only)	<input type="text" value="1"/>	<input type="text" value="2"/>	<input type="text" value="0"/>	3
Black, African American, or African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Hispanic/Latina/e/o (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

White (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
White & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial (all other)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Chronically Homeless	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	<input type="text" value="0"/>		<input type="text" value="0"/>	0
Total Number of Persons	<input type="text" value="0"/>		<input type="text" value="0"/>	0

Notes

Notes

i Help

- Data reported in this table (parenting youth) is a subset of youth and children from the following two tables under Homeless Populations.
 - Persons in households with at least one adult and one child** - The subset of data to include from this table are of persons between the age of 18 and 24 who have at least one child under age 18.

PIT > MD-513 > 2024 > **Veteran Populations**

✕ Record Locked for Editing

The record is currently locked and cannot be modified.

Date of PIT Count: January 24, 2024

Save Record

Discard Changes

Type of Count Conducted This Year: Both sheltered and unsheltered

i Youth Populations and Veteran Populations data are a subset of the All Homeless Populations data. Veterans and Youth Populations and Veteran Populations data should be included in the All Homeless Populations data section.

Adult & Child Veteran Households (at least one adult and one child)

Adult Only Veteran Households (without children)

Veteran Totals

Persons in Households with at least one Adult and one Child	Sheltered		Unsheltered	Total
	Emergency	Transitional		
Total Number of Households	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Total Number of Persons	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Total Number of Veterans	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

Gender (veterans only)	Sheltered	Unsheltered	Total
			168

	Emergency	Transitional		
Woman (Girl if child)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Man (Boy if child)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Culturally Specific Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Transgender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Non-Binary	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Questioning	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Different Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
More Than One Gender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Race (veterans only)	Sheltered		Unsheltered	Total
	Emergency	Transitional		
American Indian, Alaska Native, or Indigenous (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
American Indian, Alaska Native, or Indigenous & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Asian or Asian American (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

Asian or Asian American & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Black, African American, or African (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Black, African American, or African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Hispanic/Latina/e/o (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
White (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
White & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial (all other)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

Chronically Homeless	Sheltered		Unsheltered	Total
	Emergency	Transitional		
				170

Total Number of Households	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Total Number of Persons	<input type="text" value="0"/>	<input type="text" value="0"/>	0

Notes

Notes

Help

- The PIT count should be completed using unduplicated counts or statistically reliable estimates of homeless persons in sheltered and unsheltered locations on a single night during the last ten days of January 2023. **HUD requires that PIT counts be conducted in compliance with HUD counting standards and related methodology guidance.** [PIT Guides and Tools](#) are available on the HUD Exchange. CoCs that are considering performing their required PIT count outside of the last 10 days of January must request a PIT count date exception from HUD. No HUD permission or exception is required for CoCs to conduct supplemental PIT counts.
- Persons counted in permanent housing, permanent supportive housing and rapid re-housing should not be included in the PIT count of homeless persons reported to HUD.
- Persons counted in any location not listed on the Housing Inventory Count (HIC) should not be included in the PIT count of homeless persons reported to HUD (e.g. institutional settings, residential treatment facilities, doubled-up with family or friends).
- The gender category “Gender Non-Conforming” is intended to represent people whose gender identity is not “male, female, or transgender,” and should not be used in the event that gender of a person is unknown. In the event gender is unknown, CoCs should use approved extrapolation techniques to ensure that the total number of persons listed under each category equal the total number of persons counted.
- It is important for CoCs to closely coordinate their HIC and PIT counts of sheltered homeless persons and report only those persons who are staying in emergency shelter, Safe Haven, or transitional housing beds/units identified on the HIC. The total number of persons reported in all emergency shelter, Safe Haven, and transitional housing projects on the HIC must match the total number of sheltered persons reported in the PIT Population tab in the HDX. Please refer to the 2019 HIC and PIT Data Collection Notice for additional information and instructions concerning HIC and PIT data collection.

PIT > MD-513 > 2024 > Veteran Populations

✕ Record Locked for Editing

The record is currently locked and cannot be modified.

Date of PIT Count: January 24, 2024

Save Record

Discard Changes

Type of Count Conducted This Year: Both sheltered and unsheltered

i Youth Populations and Veteran Populations data are a subset of the All Homeless Populations data. Veterans and Youth Populations and Veteran Populations data should be included in the All Homeless Populations data section.

Adult & Child Veteran Households (at least one adult and one child)

Adult Only Veteran Households (without children)

Veteran Totals

Persons in Households without Children	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	<input type="text" value="6"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	8
Total Number of Persons	<input type="text" value="6"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	8
Total Number of Veterans	<input type="text" value="6"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	8
Gender (veterans only)	Sheltered			Unsheltered	Total 172

	Emergency	Transitional	Safe Haven		
Woman (Girl if child)	<input type="text" value="1"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	1
Man (Boy if child)	<input type="text" value="5"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	7
Culturally Specific Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Transgender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Non-Binary	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Questioning	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Different Identity	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
More Than One Gender	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Race (veterans only)	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
American Indian, Alaska Native, or Indigenous (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
American Indian, Alaska Native, or Indigenous & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Asian or Asian American (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

Asian or Asian American & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Black, African American, or African (only)	<input type="text" value="2"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	2
Black, African American, or African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Hispanic/Latina/e/o (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Middle Eastern or North African & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander (only)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
White (only)	<input type="text" value="4"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="2"/>	6
White & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial & Hispanic/Latina/e/o	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0
Multi-Racial (all other)	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>	0

Chronically Homeless	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
					174

Total Number of persons

1

0

0

1

Notes

Notes

Help

- The PIT count should be completed using unduplicated counts or statistically reliable estimates of homeless persons in sheltered and unsheltered locations on a single night during the last ten days of January 2023. **HUD requires that PIT counts be conducted in compliance with HUD counting standards and related methodology guidance.** [PIT Guides and Tools](#) are available on the HUD Exchange. CoCs that are considering performing their required PIT count outside of the last 10 days of January must request a PIT count date exception from HUD. No HUD permission or exception is required for CoCs to conduct supplemental PIT counts.
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- Persons counted in any location not listed on the Housing Inventory Count (HIC) should not be included in the PIT count of homeless persons reported to HUD (e.g. institutional settings, residential treatment facilities, doubled-up with family or friends).
- The gender category “Gender Non-Conforming” is intended to represent people whose gender identity is not “male, female, or transgender,” and should not be used in the event that gender of a person is unknown. In the event gender is unknown, CoCs should use approved extrapolation techniques to ensure that the total number of persons listed under each category equal the total number of persons counted.
- It is important for CoCs to closely coordinate their HIC and PIT counts of sheltered homeless persons and report only those persons who are staying in emergency shelter, Safe Haven, or transitional housing beds/units identified on the HIC. The total number of persons reported in all emergency shelter, Safe Haven, and transitional housing projects on the HIC must match the total number of sheltered persons reported in the PIT Population tab in the HDX. Please refer to the 2019 HIC and PIT Data Collection Notice for additional information and instructions concerning HIC and PIT data collection.
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PIT > MD-513 > 2024 > Veteran Populations

✖ Record Locked for Editing

The record is currently locked and cannot be modified.

Date of PIT Count: January 24, 2024

Save Record

Discard Changes

Type of Count Conducted This Year: Both sheltered and unsheltered

i Youth Populations and Veteran Populations data are a subset of the All Homeless Populations data. Veterans and Youth Populations and Veteran Populations data should be included in the All Homeless Populations data section.

Adult & Child Veteran Households (at least one adult and one child)

Adult Only Veteran Households (without children)

Veteran Totals

Total Households and Persons	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total Number of Households	6	0	0	2	8
Total Number of Persons	6	0	0	2	8
Total Number of Veterans	6	0	0	2	8
Gender	Sheltered			Unsheltered	Total

	Emergency	Transitional	Safe Haven		
Female	0	0	0	0	0
Male	0	0	0	0	0
DiAsMft	0	0	0	0	0
GenderQuest	0	0	0	0	0
Trans	0	0	0	0	0
Race	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
AmericanIndian	0	0	0	0	0
Asian	0	0	0	0	0
Black	0	0	0	0	0
NativeHawaiian	0	0	0	0	0
White	0	0	0	0	0
MultipleRace	0	0	0	0	0
Chronically Homeless	Sheltered			Unsheltered	Total
	Emergency	Transitional	Safe Haven		
Total number of Households	0	0	0	0	0

Total number of Persons

1

0

0

0

1

Help

- The PIT count should be completed using unduplicated counts or statistically reliable estimates of homeless persons in sheltered and unsheltered locations on a single night during the last ten days of January 2023. **HUD requires that PIT counts be conducted in compliance with HUD counting standards and related methodology guidance.** [PIT Guides and Tools](#) are available on the HUD Exchange. CoCs that are considering performing their required PIT count outside of the last 10 days of January must request a PIT count date exception from HUD. No HUD permission or exception is required for CoCs to conduct supplemental PIT counts.
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- Persons counted in any location not listed on the Housing Inventory Count (HIC) should not be included in the PIT count of homeless persons reported to HUD (e.g. institutional settings, residential treatment facilities, doubled-up with family or friends).
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Submit questions or comments about the HDX 2.0 via [Ask A Question](#) (choose "HDX" as the topic)



U.S. Department of Housing and Urban Development | 451 7th Street S.W.,
Washington, DC 20410



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Cori Cameron, Director of Water Works
Date: April 29, 2025
Subject: Budget Ordinance - Park Well Field Water Main - 2nd Reading

The Department of Water Works is requesting consideration for a budget ordinance to move funds from The Water Impact Fund budget 9030-469128-50038 into the Park Well Field Water Main project account 97030-513026-40038. The funds will allow Water Works to solicit bids to Replace the Park Well Field Raw Water Main. Portions of the raw water main were installed in the 1920's and 1950's and are at the end of their useful life. The city had this project out for formal bids in 2024 and the project came in \$800,000 over the city's current account budget of \$1,200,000. The Department of Water Works purchased the twenty inch pipe for the project to try and cut out some of the mark-up pricing and to reduce the possibility of further price increases. We currently have the pipe in stock and ready for installation. The extra funds will help to complete the construction of the raw water line throughout the park well field.

Attachment(s):
[Ord2929.docx](#)

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

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

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

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.

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

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 28 day of April, 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 12 day of May, 2025.

ATTEST:

Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

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

Randolph J. Taylor, Mayor



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Derek Jarmon, Economic Development Manager
Date: March 20, 2025
Subject: Funds from the Maryland State Arts Council - 2nd Reading

Attached is an Ordinance to accept funding from the Maryland State Arts Council Public Art Across Maryland (PAAM) grant program. The PAAM grant provides funding for artists and organizations to support the planning, creation, and installation of new local public art projects.

This funding, in the amount of \$10,000.00, will be utilized to support the planning process for a new art installation at the City Park.

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

Attachment(s):
[Ord2930.docx](#)

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

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

41 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
42 of Salisbury held on the 28 day of April, 2025 and thereafter, a statement of the substance of the Ordinance
43 having been published as required by law, in the meantime, was finally passed by the Council of the City
44 of Salisbury on the 12 day of May, 2025.

45 ATTEST:

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47 _____
48 Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

49

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

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56 _____
Randolph J. Taylor, Mayor

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City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Chris O'Barsky, Deputy Chief of Operations
Date: April 11, 2025
Subject: LGIT Reimbursement - FY25 Budget Amendment -1st reading

The Fire Department is requesting the approval of a budget amendment of \$1,863.05 to be placed into our FY25 Operating Budget. The Department's Assistant Chief Vehicle, at no fault of his own, sustained damage from another vehicle while performing legitimate Salisbury Fire Department duties. Since then the City has received a reimbursement of \$1,863.05 from LEGIT, which has been placed in the General Fund.

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

Attachment: Budget Amendment Ordinance

Attachment(s):
[Ord2933.docx](#)

1
2
3 **ORDINANCE NO. 2933**

4 **AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A**
5 **BUDGET AMENDMENT OF THE FY2025 GENERAL FUND BUDGET TO**
6 **APPROPRIATE FUNDS TO THE SALISBURY FIRE DEPARTMENT'S**
7 **OPERATING BUDGET AFTER THE CITY HAS BEEN REIMBURSED**
8 **\$1,863.05 FROM INSURANCE PROCEEDS FOR REPAIRS TO THE**
9 **ASSISTANT CHIEF'S VEHICLE.**

10 **WHEREAS**, damage was done to our Assistant Chief vehicle while performing legitimate City of
11 Salisbury Fire Department duties; and

12
13 **WHEREAS**, the Fire Department has paid for the repairs to the Assistant Chief vehicle out of the
14 FY25 Fire Department Operating Budget; and

15
16 **WHEREAS**, the City has received a total of \$ 1,863.05 from insurance proceeds for repairs to the
17 Assistant Chief vehicle; and

18
19 **WHEREAS**, the insurance proceeds are to be used to replenish the fire department budget accounts
20 and to bring them back in line with planned FY25 budget expense projections for the remainder of the fiscal
21 year.

22
23 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE**
24 **CITY OF SALISBURY, MARYLAND**, as follows:

25
26 **Section 1.** The City of Salisbury's Fiscal Year 2025 General Fund Budget be and is hereby
27 amended as follows:

- 28 (a) Increase the General Fund Revenue – Insurance proceeds account
29 (01000-456935) by \$1,863.05
30 (b) Increase the Fire Department's Expense - Vehicles account (24035-
31 534308) by \$1,863.05
32

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

35
36 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
37 of this Ordinance shall be deemed independent of all other provisions herein.
38

39 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
40 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,
41 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
42 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
43 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.
44

45 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as
46 if such recitals were specifically set forth at length in this Section 4.
47

48 **Section 5.** This Ordinance shall take effect from and after the date of its final passage.
49

50 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
51 Salisbury held on the 12 day of May, 2025 and thereafter, a statement of the substance of the Ordinance
52 having been published as required by law, in the meantime, was finally passed by the Council of the City
53 of Salisbury on the _____ day of _____, 2025.

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ATTEST:

Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

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

Randolph J. Taylor, Mayor



Memo

To: Andy Kitzrow, City Administrator
From: Jo Ellen Bynum, Grant Manager
Date: April 11, 2025
Subject: Community Legacy Grant Ordinance & Agreement - Union Railway Station
Stabilization Project Phase 2 - 1st Reading

Please review the ordinance to accept grant funds in the amount of \$250,000 from the Maryland Department of Housing & Community Development-Community Legacy grant fund, as well as the requisite agreement to be executed at this time with the State department. The awarded Community Legacy Grant funding will be utilized to continue stabilization activities at the Union Railway Station, thereby accomplishing preservation for future development. A subrecipients agreement will be executed with Railroad Avenue Investments, LLC to perform the stabilization activities upon the City's receipt of the fully executed returned agreement from the Department of Housing & Community Development.

Attachment(s):

[Ord2934.doc](#)

[2025 SRP Agreement CL Union Station](#)

[Union Station Rehabilitation - Phase II SOW & Estimate](#)

1
2
3 **ORDINANCE NO. 2934**

4 **AN ORDINANCE OF THE CITY OF SALISBURY TO 1) AUTHORIZE**
5 **THE MAYOR TO ENTER INTO A CONTRACT WITH THE**
6 **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**
7 **FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE**
8 **AMOUNT OF \$250,000; 2) AUTHORIZE THE MAYOR TO ENTER INTO**
9 **A SUB RECIPIENT AGREEMENT WITH RAILROAD AVENUE**
10 **INVESTMENTS, LLC; AND 3) TO APPROVE A BUDGET**
11 **AMENDMENT TO THE GRANT FUND TO APPROPRIATE THE**
12 **AFOREMENTIONED FUNDS TO BE USED FOR ELIGIBLE EXPENSES**
13 **ASSOCIATED WITH THE UNION RAILWAY STATION**
14 **STABILIZATION PROJECT.**

15 **WHEREAS**, the 1913 Union Rail Station (“**Union Station**”) is a building of historical significance in
16 the City of Salisbury (the “**City**”), and the State of Maryland; and

17
18 **WHEREAS**, Union Station has fallen into disrepair, and is located in and among the blighted area of
19 the Railroad Avenue corridor; and

20
21 **WHEREAS**, the City desires to continue efforts to further stabilize the structural integrity of Union
22 Station and complete restoration of the building to allow for the resumption of commercial enterprise and uses;
23 and

24
25 **WHEREAS**, rehabilitation of Union Station will contribute to the revitalization of the Railroad
26 Avenue corridor and surrounding community by promotion public safety, improving a blighted neighborhood,
27 revitalizing a historically significant district, and creating additional cultural activities and jobs; and

28
29 **WHEREAS**, the City of Salisbury in June 2024 submitted a Maryland State Revitalization Programs
30 Grant application to the Department of Housing and Community Development (“**DHCD**”) for financial
31 assistance in carrying out community development activities, specifically to provide assistance with the
32 continued stabilization and restoration of the Union Station; and

33
34 **WHEREAS**, DHCD, a principal department of the State of Maryland, has awarded Community
35 Legacy Program Grant funds in the amount of \$250,000 to the City (the “**Grant Funds**”); and

36
37 **WHEREAS**, the City of Salisbury must enter into a grant agreement with DHCD defining how the
38 Grant Funds are to be expended; and

39
40 **WHEREAS**, the City of Salisbury is sub-granting the Grant Funds to Railroad Avenue Investments,
41 LLC to perform the restoration in accordance with DHCD directives; and

42
43 **WHEREAS**, the City of Salisbury must, in turn, enter into a sub-recipient agreement with Railroad
44 Avenue Investments, LLC defining how the Grant Funds are to be expended; and

45
46 **WHEREAS**, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that
47 requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

48
49 **WHEREAS**, appropriations necessary to execute the purpose of this grant must be made upon the
recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

50
51 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE**
52 **CITY OF SALISBURY, MARYLAND,** as follows:

53
54 **Section 1.** Mayor Randolph J. Taylor is hereby authorized to enter into a grant agreement with the
55 Department of Housing and Community Development, on behalf of the City of Salisbury, for the City's
56 acceptance of grant funds in the amount of \$250,000.

57
58 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
59 **SALISBURY, MARYLAND,** as follows:

60
61 **Section 2.** Mayor Randolph J. Taylor is hereby authorized to enter into a sub-recipient grant agreement
62 with Railroad Avenue Investment, LLC for the purpose of expending these grant funds.

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

65
66 **Section 3.** The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

67 (a) Increase DHCD Revenue Account No. 12800-423300-XXXXX by \$250,000.

68 (b) Increase Subrecipient - Railroad Investments LLC Expense Account No. 12800-569315-
69 XXXXX by \$250,000.

70
71 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
72 **SALISBURY, MARYLAND,** as follows:

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

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

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

82 **Section 7.** This Ordinance shall take effect from and after the date of its final passage.

83
84
85 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
86 Salisbury held on the 12 day of May, 2025 and thereafter, a statement of the substance of the Ordinance having
87 been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury
88 on the _____ day of _____, 2025.

89
90 **ATTEST:**

91
92
93
94 _____
95 **Julie A. English, City Clerk**

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

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

Randolph J. Taylor, Mayor

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM
GRANT AGREEMENT**

TABLE OF CONTENTS

AWARDEE: City of Salisbury

AWARD ID#: CL-2025-Salisbury-00102

PROJECT NAME: Union Railway Station Exterior Rehabilitation & Stabilization, Phase 2

Community Legacy Program Grant Agreement

**Exhibit A - CL-2025-Salisbury-00102
Project Description, Project Address(es), Additional Information, and
Special Conditions**

**Exhibit B - CL-2025-Salisbury-00102
Project Budget**

**Exhibit C - CL-2025-Salisbury-00102
Project Schedule**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
COMMUNITY LEGACY PROGRAM
GRANT AGREEMENT**

THIS COMMUNITY LEGACY PROGRAM GRANT AGREEMENT (this "**Agreement**") by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **CITY OF SALISBURY** (the "**Grantee**") is entered into as of the date it is executed by the Department (the "**Effective Date**").

RECITALS

- A. This Agreement is issued pursuant to §§6-201 through 6-213 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.17.01 (the "**Regulations**"). The Act establishes the Community Legacy Program (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purposes of the Program are to:
1. Preserve existing communities as desirable places to live and conduct business, to reduce outward pressure for sprawl development; and
 2. Provide financial assistance to Sponsors or their designees to develop sustainable community plans or Community Legacy projects.
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2025 application (the "**Application**"), the Department has approved an award of funds to Grantee to carry out a Program project, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

- 1) Sustainable Community or Eligible Opportunity Zone Designation.
 - a) The Project is located in a geographic area (the “**Area**”) that has been designated as a Sustainable Community under §6-205 of the Act or is in an Eligible Opportunity Zone.
 - b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

- 2) Grant.
 - a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Two Hundred Fifty Thousand Dollars (\$250,000)** (the “**Grant**”) to be used for the purposes of funding the Community Legacy Project (the “**Project**”) described in Section 1 (the “**Project Description**”) of Exhibit A - CL-2025-Salisbury-00102 to be carried out at the location(s) set forth in Section 2 (the “**Project Address(es)**”) of Exhibit A - CL-2025-Salisbury-00102. Upon request by the Grantee, the Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing written notice to Grantee of such modification.
 - b) Grantee agrees to use the Grant only for the approved Project and only in the approved Project Addresses within the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
 - c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
 - d) The Application may have included projects other than the Project. The approval of the Application, the Project, and the execution of this Agreement, are not to be construed as approval of any other projects described in the Application.
 - e) The Grant is subject to and contingent upon the availability and allocation of sufficient State of Maryland (the “**State**”) funds to the Program.

- 3) Expenditure of Grant Funds.
 - a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
 - b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - CL-2025-Salisbury-00102 (the “**Project Budget**”). Grantee may transfer up to ten percent (10%) of the Grant funds between Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are

transferred has already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.

- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1st) anniversary of the Effective Date.
 - d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
 - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
 - f) If Grantee is not a Local Government, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - CL-2025-Salisbury-00102 (the "**Project Schedule**").
 - b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.
 - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
 - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
 - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.

- f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.

5) Conditions Precedent to Disbursement of the Grant.

The Department shall not disburse the Grant until Grantee has complied with the following conditions:

- a) If the Project is subject to review by the Maryland Historical Trust ("**MHT**"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
- b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
- c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "**Property**"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.
- d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - CL-2025-Salisbury-00102.

6) Other Funds.

- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
- b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
- b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred, for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and shall be approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department may determine to be necessary, in its sole discretion.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, benchmarks reached, and progress on the development of a community enhancement project. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.
- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the "**Collateral**") or is used to fund a loan to a subrecipient (a "**Loan**") and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
- iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; (vii) failure to maintain good standing with the Maryland State Department of Assessments and Taxation; or (viii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
 - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;

- ii) The Department may demand repayment from Grantee of any portion of the Grant funds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and
- iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.
- e) Grantee agrees to return unexpended Grant funds to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications.

Grantee certifies that:

- a) Grantee is a Local Government, a group of Local Governments, a Community Development Organization, or a Community Development Financial Institution and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed, and delivered by Grantee in such manner and form as to comply with all applicable laws to make this Agreement, the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
 - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
 - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, must not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
 - iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.

- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) If Grantee is not a Local Government, Grantee makes the following certifications:
 - i) Grantee is in good standing with the Maryland State Department of Assessments and Taxation and shall provide evidence of such status upon request.
 - ii) Grantee is in compliance with §19-106 of the Business Regulation Article and COMAR 24.01.07 (together, the “**Corporate Diversity Act**”) and has provided the Department with (1) an affidavit (“**Affidavit**”) attesting that Grantee is not required to submit the corporate diversity addendum (the “**Addendum**”) described by the Corporate Diversity Act; or (2) an Affidavit and Addendum that certifies Grantee meets at least thirty-three percent (33%) of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of five (5) years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.
 - iii) Grantee is in compliance with the Maryland Solicitations Act (the “**Solicitations Act**”), including maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act, and shall provide the Department evidence of such compliance. Grantee understands the repercussion of not complying with this section, and that the Department is not responsible for Grantee’s failure to comply with the Solicitations Act.
 - iv) Grantee must certify they are in compliance with all State requirements, they are registered to do business in the State, and if applicable are a nonprofit entity as defined in the Act and Regulation.

11) Environmental Certification and Lead Paint.

In connection with the ownership, lease, rehabilitation, construction, operation or demolition of the Property:

- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or knowingly allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.

- b) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.
- 12) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.
- 13) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 12 of this Agreement, including reasonable attorneys' fees, shall be immediately and without notice due and payable by Grantee to the Department, except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee's obligation to indemnify the Department shall include costs incurred as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a Local Government, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time, and is not to be deemed as a waiver of any immunity that may exist in any action against a local government for its officers, agents, volunteers and employees.
- 14) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.
- a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
- b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
- i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - ii) Title VIII of the Civil Rights Act of 1968, as amended;
 - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
 - iv) The Department's Minority Business Enterprise Program, as amended;
 - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
 - vi) The Fair Housing Amendments Act of 1988, as amended; and

vii) The Americans with Disabilities Act of 1990, as amended.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's risk, and workers' compensation in the form and amounts satisfactory to the Department.
- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
- e) To the extent required by the Department, insurance coverage shall be in force prior to the disbursement of the Grant funds and shall contain terms and coverages satisfactory to the Department.
- f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as lender's loss payable and additional insured.
- g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
- h) If Grantee is a Local Government, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program by providing written confirmation of such insurance satisfactory to the Department.

17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

a) Communications to the Department shall be mailed to:

Department of Housing and Community Development
Division of Neighborhood Revitalization
7800 Harkins Road
Lanham, Maryland 20706
Attention: Community Legacy Program

with a copy to:

Office of the Attorney General
7800 Harkins Road
Lanham, Maryland 20706
Attention: Division of Neighborhood Revitalization

b) Communications to Grantee shall be mailed to:

City of Salisbury
115 South Division Street
Salisbury, MD 21801
Attention: Ms. Jo Ellen Bynum

- 18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the Effective Date and shall continue in full

force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - CL-2025-Salisbury-00102. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.

- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.
- 29) Ceremonies. In the event that Grantee holds any ribbon-cutting, dedication, or ground-breaking ceremonies, or any other similar event to commemorate the Project, Grantee shall send notice of such event to the Department as soon as is practicable in order to allow the Department the option of sending a representative to attend the ceremony.
- 30) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the "PIA"). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name)

and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee's statement when responding to a request made pursuant to the PIA.

- 31) Authority to Sign. Each person signing this Agreement on behalf of the Grantee represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Grantee authorizing such signature.
- 32) **CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE "HOLDER"), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.**

THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF REASONABLE ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.

EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.

THIS SECTION 32 SHALL NOT APPLY TO LOCAL GOVERNMENTS.

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WITNESS the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

WITNESS/ATTEST:

CITY OF SALISBURY

By: _____

Name: Randolph J Taylor

Title: Mayor

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**, a principal
department of the State of Maryland

By: _____

Name: Jacob R. Day

Title: Secretary

Date Executed on behalf of the Department/
Effective Date

Approved for form and
legal sufficiency

Assistant Attorney General

Exhibits:

Exhibit A - Project Description, Project Address(es), Additional Information, and Special Conditions

Exhibit B - Project Budget

Exhibit C - Project Schedule

EXHIBIT A – CL-2025-Salisbury-00102

PROJECT DESCRIPTION, PROJECT ADDRESS(ES), ADDITIONAL INFORMATION, AND SPECIAL CONDITIONS

Project Name:

Union Railway Station Exterior Rehabilitation & Stabilization, Phase 2

1. Project Description:

Phase II of stabilization and exterior restoration of the 1913 Union Railway Station building.

2. Project Address(es):

611 Railroad Avenue, Salisbury, MD 21801

3. Additional Information:

Funding will support the rehabilitation/stabilization of the Union Railway Station Building.

4. Additional Financing (Evidence and Use of Funding Sources):

Refer to Exhibit B

5. Special Conditions:

N/A

EXHIBIT B – CL-2025-Salisbury-00102

PROJECT BUDGET

Project Name:

Union Railway Station Exterior Rehabilitation & Stabilization, Phase 2

USE OF FUNDS BY ACTIVITY	AWARD FUNDS		OTHER SOURCES OF FUNDS			TOTALS BY ACTIVITY
	Capital Amount	Operating Amount	Applicant's Contribution	Name(s) of Other Source(s)	Other Source Amount	
Site Pre-Dev: Acquisition	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Arch/Eng Design	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Demolition	\$6,600	\$0	\$0		\$0	\$6,600
Site Pre-Dev: Infrastructure	\$0	\$0	\$0		\$0	\$0
Site Pre-Dev: Stabilization	\$0	\$0	\$0		\$0	\$0
Site Dev: New Construction	\$0	\$0	\$0		\$0	\$0
Site Dev: Rehabilitation/Renovation	\$243,400	\$0	\$0		\$0	\$243,400
Operations: Studies and Planning	\$0	\$0	\$0		\$0	\$0
Operations: Proj Admin (Cash)	\$0	\$0	\$5,200		\$0	\$5,200
Operations: Proj Admin (In-Kind)	\$0	\$0	\$5,000		\$0	\$5,000
Other (a):	\$0	\$0	\$0		\$0	\$0
Other (b):	\$0	\$0	\$0		\$0	\$0
Other (c):	\$0	\$0	\$0		\$0	\$0
Other (d):	\$0	\$0	\$0		\$0	\$0
TOTALS:	\$250,000	\$0	\$10,200		\$0	\$260,200

Total Award: \$250,000

Total Project Cost: \$260,200

Hill - Kimmel Contracting

503 Gay Street, PO Box 201
Cambridge, Maryland 21613
(410) 228-1703
<http://www.hillkimmelcontracting.com>

HILL - KIMMEL CONTRACTING

GENERAL CONTRACTORS & CONSTRUCTION MANAGERS

Scope of Work & Estimate

OWNER:

Railroad Avenue Investments, LLC
2670 Clara Road
Quantico, MD 21856

CONTRACTOR:

Hill - Kimmel Contracting
503 Gay Street, PO Box 201
Cambridge, Maryland 21613

PROJECT:

Union Station Rehabilitation - Phase II
611 Railroad Avenue
Salisbury, MD 21804

SCOPE OF WORK:

Union Station is adjacent to the railroad tracks at 611 Railroad Avenue, and is located within Salisbury, Maryland's Church Street Historic District. It is an early 20th century one-story masonry building, approximately 4,000 square feet with a slate roof and full basement.

Currently, this 1913 structure is an underutilized, vacant building that has been neglected for many decades. An adaptive reuse plan is being formulated to have the railway station restored to its former stature and to provide a habitable building for future development. Phase I of this project was completed in 2024, and included new slate roof, flat roofs and various masonry restorations.

Phase II will continue the preservation and rehabilitation of the building to prepare it for its future use. As detailed in Phase I, the continued success of the project will be based on utilizing the appropriate Secretary of the Interior's Standards for the Treatment of Historic Properties.

Phase II will cover the restoration of openings on that are on the North, West and South faces of the building, less a double door opening on the North face.

Future Phases will cover the restoration of the remaining openings, final masonry restoration and cleaning as well as the reconstruction of the Covered Train Platform surrounding the building.

Masonry:

Hill - Kimmel Contracting has completed an existing masonry assessment in conjunction with a qualified masonry restoration contractor and developed the following scope of work that will be completed in this phase. As noted in Phase I, the infiltration of water has led to extensive deterioration of the mortar in the decorative terra-cotta, the brick walls, and the granite foundation. In addition, non-contributing and in some cases no longer functioning alterations were made over the year to several openings. These alterations have caused extensive damage to historically significant architectural masonry components. The intent of this phase is to return the masonry walls to a healthy condition and restore the openings to their original appearance.

- **NOTE:** Please see layout schedule for orientation and location references.
- **NOTE:** Due to exorbitant costs all terra-cotta pieces to be replaced will be replaced with limestone replacement pieces.
 - Limestone replacement pieces will be made to match the existing profiles with quantities, dimensions, profiles and templates that will be sent to Vermont Stone Art to create shop drawings and carve each unique style.
- Replace damaged and/or missing brick.
- Reconstruct and restore original masonry openings (aside from clues on-site, historic photos and postcards exist confirming these locations)
- Brick salvaged from Phase I (from the original chimney) will be used for damaged brick replacement and where original door/window openings are to be replicated.
- Terra-cotta water table sections where missing will be replicated from existing similar pieces found on-site with limestone.
- Terra-cotta that is in place, but broken or damaged will be patched/glazed.

- Terra-cotta repairs:
 - Cast and install two new brackets.
 - Install 1 corner capstone on the East Façade.
 - Pin, patch and install the second corner capstone on the East Façade.
- Door infills and terra-cotta replacements:**7ea**
 - **W3B** and **W3C**: Remove brick and install terra-cotta windowsills and match existing terra-cotta detail on the building.
 - **W1B** and **W1E**: Infill openings with salvaged brick and block to create windows. Install terra-cotta windowsills and replace the damaged terra-cotta water table to match existing details.
 - **W3D**, **W4C** and **W5A**: Infill openings with salvaged brick and block to create windows. Install terra-cotta windowsills and water table to match the existing details. **W4C** remove granite foundation stone and reinstall with the finished edge up.
 - **W1A** and **W1F**: Infill openings with salvaged brick and block to create windows. Install terra-cotta windowsills and terra-cotta water table to match the existing details. Others to remove the concrete ramp and install new granite to match the existing foundation.

Openings:

In Phase I, the openings were to be covered with plywood to prevent further deterioration and to keep wildlife and vermin out of the building. Phase II will encompass the restoration and/or replacement of approximately (30) windows and (2) exterior doors.

- Original windows and doors that are in place and in some fashion intact will be restored as needed through various means.
- Restoration may include cleaning, sanding, scraping, reglazing, and reconstructing missing components (such as muntins, stops, mouldings, entire sashes, etc.).
- Rotten wood components will be repaired with epoxy (such as West System, Abatron, etc.) when possible.
- Openings that are missing windows altogether, or where original window openings are recreated in Phase II, will be replaced with custom fabricated wood windows. A combination of existing windows that are still in place, historic photos and postcards will be used to determine sizes and lite configurations.
- Openings that are missing doors altogether or where original door openings are recreated in Phase II, will be replaced with custom fabricated wood doors. Sizes, jambs and panel configuration will be determined from similar doors on-site and using historic photos and postcards.
- Windows and doors will be primed and painted with (2) finish coats of high-quality exterior grade paint such as Sherwin Williams Emerald line.
- Windows to be repaired or replaced in Phase II (30ea)
 - W1D – Triple Window (3)
 - W1E – Triple Window (3)
 - W1F – Triple Window (3)
 - W2A thru W2H – Lunette Windows (8)
 - W3C – Single Window (1)
 - W3D – Single Window (1)
 - W4B – Single Window (1)
 - W4C – Single Window (1)
 - W4D – Single Window (1)
 - W5A – Single Window (1)
 - W5B – Single Window (1)
 - W7A – Triple Window (3)
 - W7B – Triple Window (3)
- Doors to be repaired or replaced in Phase II (2ea)
 - D2C – Single Door with Transom Window (1)
 - D2D – Single Door with Transom Window (1)

Estimate - CSI MasterFormat

010000 General Requirements

013000 Administrative Requirements

014000 Quality Requirements

015000 Temporary Facilities & Controls

017000 Execution & Closeout Requirements

010000 General Requirements: \$ 26,900.00

020000 Existing Conditions

024000 Demolition & Structure Moving

020000 Existing Conditions: \$ 6,600.00

040000 Masonry

042000 Unit Masonry

040000 Masonry: \$ 143,125.00

060000 Wood, Plastics, & Composites

061000 Rough Carpentry

061100 Wood Framing

062000 Finish Carpentry

064000 Architectural Woodwork

060000 Wood, Plastics, & Composites: \$ 15,600.00

080000 Openings

081000 Doors

085000 Windows

080000 Openings: \$ 52,975.00

090000 Finishes

099000 Painting & Coating

090000 Finishes: \$ 4,800.00

Project Total

Estimate Subtotal:

\$ 250,000.00

Grand Total: \$ 250,000.00



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Sandy Green, Director of Finance
Date: April 30, 2025
Subject: FY2026 Budget Ordinance

The FY26 Budget Ordinance establishes the appropriations necessary to operate the City during FY26. It also authorizes project and grant funding.

Attachment(s):

[Ord2935.docx](#)

[Memo - Council Level Adjustments 2026](#)

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ORDINANCE NO. 2935

AN ORDINANCE APPROPRIATING THE NECESSARY FUNDS FOR THE OPERATION OF THE GOVERNMENT AND ADMINISTRATION OF THE CITY OF SALISBURY, MARYLAND FOR THE PERIOD JULY 1, 2025 TO JUNE 30, 2026, ESTABLISHING THE LEVY FOR THE GENERAL FUND FOR THE SAME FISCAL PERIOD AND ESTABLISHING THE APPROPRIATION FOR THE WATER AND SEWER, PARKING AUTHORITY, CITY MARINA, AND STORM WATER FUNDS.

BE IT ORDAINED, by the City of Salisbury, Maryland that the amounts listed in **Schedule A – Operating Budget Appropriations** are hereby appropriated for the Fiscal Year beginning July 1, 2025 and ending June 30, 2026 to fund operations of the City of Salisbury, Maryland.

BE IT FURTHER ORDAINED, by the City of Salisbury, Maryland that the amounts listed in **Schedule B – Capital Project Appropriations** are hereby appropriated for Capital Projects.

BE IT FURTHER ORDAINED, by the City of Salisbury, Maryland that the amounts listed in **Schedule C – Anticipated Grant Expenditures** are hereby appropriated for the grants listed, and the Mayor is authorized to enter into any necessary agreements or memoranda in order to receive and expend these funds.

BE IT FURTHER ORDAINED that:

- 1) The tax levy be, and the same be hereby set, at \$1.0332 per \$100 of assessed valuation for all real property, at \$3.51 per \$100 of assessed valuation for all personal property categorized as utilities, and at \$2.40 per \$100 of assessed valuation for all other personal property subject to taxation by the City of Salisbury for General Fund purposes, including debt service purposes (exclusive of revenues derived from the Water and Sewer Fund for debt service purposes attributed to water and sewer activities); and
- 2) All taxes levied by this ordinance shall be liens from and after July 1, 2025 and shall be due and payable as specified in Title 14 of the Tax Property article of the Annotated Code of Maryland, as amended.

AND BE IT FURTHER ORDAINED by the Salisbury City Council that a public hearing on the proposed budget ordinance will be held at 6:00 PM on June 2, 2025 in Room 301 of the City/County Government Office Building, 125 N. Division Street, Salisbury, Maryland.

AND BE IT FURTHER ORDAINED by the Salisbury City Council that this Ordinance shall take effect upon final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 12 day of May, 2025 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of _____, 2025.

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ATTEST:

Julie A. English, City Clerk

D'Shawn M. Doughty, City Council President

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

Randolph J. Taylor, Mayor

70 **Schedule A - Operating Budget Appropriations**

71

72	1)	General Fund – for the general municipal purposes of the City of Salisbury:	
		City Council / City Clerk	299,136
		Mayor's Office/ Development Services	1,704,429
		Finance	1,070,251
		Procurement / Municipal Buildings	890,758
		City Attorney	355,000
		Information Technology	1,097,022
		Police	19,054,786
		Fire	14,100,900
		Housing and Community Development	1,456,424
		Infrastructure and Development	1,463,623
		Field Operations	7,907,814
		Arts, Business, and Culture Development	3,004,398
		Debt Service & Other Uses	6,196,572
		Total	58,601,113
73	2)	Parking Authority Fund – for the special assessment district known as the Parking Authority	
		Total	637,598
74	3)	Water Sewer Fund - for operations of the water and sewer departments	
		Total	25,773,231
75			
76	4)	Marina Fund – for the operations of the enterprise known as the City Marina	
		Total	102,921
77	5)	Storm Water Fund – for the operations of the enterprise known as the Storm Water Fund	
		Total	976,514
78			
		Grand Total	86,091,377
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Schedule B – Capital Project Appropriations (1 of 2) General Capital Projects

Schedule B: General Capital Projects							
Funding Source							
Dept	Project Description	Approved Amount	PayGO Gen Fund	PayGO Storm Water	Grants	Reallocation	Bond
Fire	AED's and Heart Monitors	182,672					182,672
Fire	Apparatus Replacement - Engine	1,344,121					1,344,121
DID	Neighborhood Infrastructure Improvements	1,000,000					1,000,000
Police	Radios	154,000					154,000
Police	Property and Records Department Management Sy	150,000					150,000
GOB	Replacement of HVAC Chiller	175,000					175,000
DID	Naylor Mill Road Bridge Replacement	700,000					700,000
ABC	Exhibit/Facility Improvements AZA Reaccreditation	500,000					500,000
ABC	Poplar Hill Building Improvements (Shutter, HVAC,	150,000					150,000
HCDD	Westside Community Center	350,000					350,000
General Fund & Capital Projects		4,705,793	-	-	-	-	4,705,793

Schedule B – Capital Project Appropriations (2 of2)

Water Sewer Capital Projects

Project	Approved Amount	Capital Projects - Funding Source				
		PayGO	Grants	Reallocation	Impact Revolving Funds	Bond*
Water Sewer Fund:						
WWTP Outfall Pipe	60,000	60,000				
Glen Avenue Lift Station	150,000	150,000				
Pump Station Improvements	110,000	110,000				
PFAS Study and Treatment	100,000	100,000				
SSPS Low Flow Pump	78,000	78,000				
NSPS Low Flow Pump	87,000	87,000				
Decommission Edgemore Water Tower	125,000	125,000				
Paleo Fense Security Cameras	65,100	65,100				
Scenic Drive PCCP Pipe Replacement	60,000	60,000				
Replace Distribution Piping & Valves Main	100,000	100,000				
Automated Metering Infrastructure	300,000	300,000				
Lead Service Line Replacement Phase 1	220,000	220,000				
Sanitary Sewer Lining' Maint	75,000	75,000				
Southside Pump Station Force Main	500,000					500,000
Filter Replacement and PFAS Removal Proj	8,000,000					8,000,000
Paleo WTP 30" PCCP Discharge Line Replace	585,000					585,000
Water Sewer Fund Total >>	10,615,100	1,530,100	-	-	-	9,085,000

Schedule C City Fiscal Year 2026 Appropriations for Grant-Funded Expenditures

Schedule C: City Fiscal Year 2026 Appropriations for Grant-Funded Expenditures										
Grant Name	Appropriation					Grant Dates		Funding		
	Funding by Grant			Funding by Grant Match		Start Date	End Date	Source	CFDA #	Dept/Agency
	Total	Prior Yrs	FY 2026	Amount	Account					
Comcast - Public, Educational & Governmental (PEG) Fees										
FY26 - PEG Fees from Comcast	60,000		60,000	-		7/1/2025	6/30/2026	Private	N/A	Comcast
Housing & Community Development										
FY26 - Housing First Program				95,000	10530-534505-76541	7/1/2025	6/30/2026			
FY26 - Housing & Homeless Operations				36,000	10530-546006	7/1/2025	6/30/2026			
PY23 - Community Development Block Grant (CDBG)	390,000		390,000	-		7/1/2025	N/A	Federal	14.218	HUD
Arts, Business & Culture Department										
FY26 MSAC Grants for Organizations	50,000		50,000			7/1/2025	6/30/2026	State		MSAC
FY26 MD Heritage Areas Authorities Authority Non-Capital Grant	50,000		50,000			7/1/2025	6/30/2026	State		
MSAC Touring	5,000		5,000			7/1/2025	6/30/2026	State		MSAC
MSAC Public Art Across Maryland	40,000		40,000			7/1/2025	6/30/2026	State		MSAC
T-Mobile Hometown Grant	50,000		50,000			7/1/2025	6/30/2026	State		
Water Works Department										
FY25 - ENR O&M Grant - MDE Bay Restoration Fund (BRF)	525,000		525,000	-	N/A	7/1/2025	6/30/2026	State	N/A	MDE / BRF
Salisbury Fire Department										
FY25 MOOR ORF Grant	542,000		542,000			1/1/2025	12/31/2026	State	N/A	MOOR

Schedule C City Fiscal Year 2026 Appropriations for Grant-Funded Expenditures (page 2 of 2)

Schedule C: City Fiscal Year 2026 Appropriations for Grant-Funded Expenditures										
Grant Name	Appropriation					Grant Dates		Funding		
	Funding by Grant			Funding by Grant Match		Start Date	End Date	Source	CFDA #	Dept/Agency
	Total	Prior Yrs	FY 2026	Amount	Account					
Salisbury Police Department										
FFY25 - Edward Byrne Memorial JAG (Future Application)	35,000		35,000	N/A	N/A	7/1/2025	6/30/2026	State	N/A	GOCCP / BJAG
SFY26 - State Aid for Police Protection (SAPP)	1,350,000		1,350,000	N/A	N/A	7/1/2025	6/30/2026	State	N/A	GOCCP
FY26 - Bulletproof Vest Grant (GOCCP / DOJ-OJP)	5,000		5,000	5,000	91001-599121	7/1/2025	6/30/2026	Federal	16.607	OJP
FY26 - Bulletproof Vest Grant (DOJ-OJP)	30,000		30,000	30,000	91001-599121	7/1/2025	6/30/2026	Federal	16.607	OJP
FY26 - MD Criminal Intelligence Network (MCIN)	500,000		500,000	30,000	91001-599121	7/1/2025	6/30/2026	State	N/A	GOCCP
FY26 - Community Program Grant	20,000		20,000	5,000	91001-599121	7/1/2025	6/30/2026	State	N/A	GOCCP
FY26- Local Warrant Apprehension and Absconding Grant	40,000		40,000	24,000	91001-599121	7/1/2025	6/30/2026	State	N/A	GOCCP
FY26 - MD Highway Safety Office - Speed Enforcement	1,000		1,000	500	91001-599121	7/1/2025	9/30/2026	Federal	20.600	MHSO
FY26 - Expanded Development of Predictive Policing w/ Machine Learning	100,000		100,000	-	N/A	7/1/2025	9/30/2026	Federal	16.738	GOCCP / BJAG
FY26- Police Accountability, Community and Transparency Grant (PACT)	25,000		25,000	-	N/A	7/1/2025	6/30/2026	State	N/A	GOCCP
FY26 - Mental Health Co-Responder Project	90,000		90,000	30,000	91001-599121	7/1/2025	9/30/2026	Federal	16.738	Justice
FY26 - Police Recruitment & Retention Grant (PRAR / GOCCP)	50,000		50,000	-	N/A	7/1/2025	6/30/2026	State	N/A	GOCCP
FY26 Law Enforcement Training Scholarship	5,000		5,000	-	N/A	7/1/2025	6/30/2026	State	N/A	GOCCP
FY26 - State Aid Police Protection Fund	1,350,000		1,350,000	-	N/A	7/1/2025	6/30/2026	State	N/A	GOCCP
FY26 Law Enforcement Training Scholarship	5,000		5,000		N/A	7/1/2025	6/30/2026	State	N/A	
FY26 LGIT Law Enforcement Specific Training	100,000		100,000		N/A	7/1/2025	6/30/2026	Local	N/A	Circuit Court
FY 26 LGIT Equipment grant	5,000		5,000	5,000	91001-599121	7/1/2024	9/30/2025	Federal	16.111	US Marshals
Total >>	\$ 5,423,000	\$ -	\$ 5,423,000	\$ 260,500						
The City's Housing First / Homeless Program will require a transfer from the General Fund in FY26 in the amount of \$95,000.00, which will be transferred from account number 91001-599200										
H&H Operating Fund for Anne Street \$36,000										
<i>This schedule serves to appropriate funds up to the amount listed and authorize the Mayor to expend grant funds for these programs up to the appropriation amount. Accounts will only be budgeted up to the amount included in the award letter. Awards that exceed the appropriation amount will require further council action. This also serves to authorize the Mayor to enter into any necessary agreements, contracts, or memoranda.</i>										



TO: City Council
 FROM: Andy Kitzrow
 DEPT: Mayor's Office
 DATE: 5/2/25
 SUBJECT: Council Level Adjustments – FY26 Budget

Below is a comprehensive summary of the **Council Level Adjustments** to the FY26 Mayors Proposed Budget. These items were discussed during our Budget Sessions.

General Fund	Org	Object	Revenues	Expenditures
Lease Proceeds (PD Vehicles, Sanitation Truck)	01000	469311	910,000	
Tipping Fees Financial Adjustment	32061	555506		58,600
Energy Contract Renewal - Actuals (reduction from .10580 to .08129)	Various	556201		(235,399)
Wellness Program	18500	502087		2,500
Funding for Committees (YDAC, DAC, HRAC, P&R, Truth)	Various			500
ZenCity & Rep'd (reduction to contractual obligation)	12000	555510		(22,000)
Cell Phones and software council	11100	555402		2,000
Fire Radios (Bond Debt Service)	70101	588245		14,973
PD Vehicles (\$80K per - includes upfit) capital outlay	21021	577025		560,000
Sanitation Truck (slightly used) capital outlay	32061	577025		350,000
PD Vehicles (\$80K per - includes upfit) lease payment	21021	558600		125,791
Sanitation Truck (slightly used) lease payment	32061	558600		58,313
GOB - Lease Payment	19500	558700		(17,052)
Personnel Expenses:				
Downtown Ambassador Program (20hrs/wk)	11600	501006		23,500
(Evening) Playground Program (20hrs/wk)	25200	501006		12,000
Reclassify to correct account:				
Wellness	12000	502021		(12,500)
Wellness	18500	502021		12,500
City Attorney	17000	513301		(20,000)
Other Attorney	17000	513302		20,000
Total			910,000	933,726



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Sandy Green, Director of Finance
Date: April 30, 2025
Subject: FY2026 Water Sewer Rates-Mayor Level

The Water and Sewer has a rate increase by 6% for FY2026 and will be effective for all bills dated 10/01/2025.

Attachment(s):
[Ord2936.docx](#)

48 Schedule III Metered Water Charges – Wor-Wic Community College and Urban Service District
 49 Rates
 50

51	Residential and Small Commercial	
52	Minimum Charge	\$46.21 48.98 / quarter
53	Commodity Charge	\$6.91 7.32 / thousand gallons
54		
55	Commercial	
56	Customer Charge	\$864.93 916.82 / quarter
57	Commodity Charge	\$4.01 4.25 / thousand gallons
58		
59	Large Commercial/Industrial	
60	Customer Charge	\$1,336.70 1,416.91 / quarter
61	Commodity Charge	\$3.22 3.42 / thousand gallons
62		

63 Schedule IV Sewer Charges – In City Rates
 64

65	Residential and Small Commercial	
66	Minimum Charge	\$76.11 80.68 / quarter
67	Commodity Charge	\$11.41 12.09 / thousand gallons
68		
69	Commercial	
70	Customer Charge	\$1,437.70 1,523.96 / quarter
71	Commodity Charge	\$6.64 7.04 / thousand gallons
72		
73	Large Commercial/Industrial	
74	Customer Charge	\$2,217.72 2,350.78 / quarter
75	Commodity Charge	\$5.31 5.63 / thousand gallons
76		

77 Schedule V Sewer Charges – Outside City Rates
 78

79	Residential and Small Commercial	
80	Minimum Charge	\$152.23 161.37 / quarter
81	Commodity Charge	\$22.84 24.21 /thousand gallons
82		
83	Commercial	
84	Customer Charge	\$2,875.39 3,047.91 / quarter
85	Commodity Charge	\$13.24 14.04 / thousand gallons
86		
87	Large Commercial/Industrial	
88	Customer Charge	\$4,435.45 4,701.58 / quarter
89	Commodity Charge	\$10.65 11.29 / thousand gallons
90		
91		
92		
93		
94		
95		

96	Schedule VI	Sewer Charges – Wor-Wic Community College and Urban Service District Rates	
97			
98		Residential and Small Commercial	
99		Minimum Charge	\$114.18 121.03 / quarter
100		Commodity Charge	\$17.13 18.16 / thousand gallons
101			
102		Commercial	
103		Customer Charge	\$2,156.54 2,285.94 / quarter
104		Commodity Charge	\$9.92 10.52 / thousand gallons
105			
106		Large Commercial/Industrial	
107		Customer Charge	\$3,326.57 3,526.17 / quarter
108		Commodity Charge	\$8.00 8.48 / thousand gallons
109			

110 Schedule VII Sewer Charges – Sewer Only Customers

111			Quarterly	Quarterly	Quarterly
112			In	Outside	Urban
113			City	City	Service
114			Rate	Rate	District Rate
115	Rate	Number of fixtures			
116	1	One to two fixtures	\$97.34 103.19	\$194.69 206.37	\$146.03 154.79
117					
118	2	Three to five fixtures	\$146.03 154.79	\$292.05 309.57	\$219.03 232.17
119					
120	3	Six to twenty fixtures	\$209.87 222.47	\$419.73 444.92	\$314.79 333.68
121					
122		For every five fixtures over twenty	\$86.55 91.74	\$173.08 183.46	\$129.80 137.59
123					

124 Schedule VIII Commercial and Industrial Activities

125			Annual	Annual
126			In City	Outside
127			Rate	City Rate
128				
129	1)	For each fire service	\$373	\$746
130				
131	2)	For each standby operational service	\$373	\$746
132				

133 B. Definitions:

134 Residential and Small Commercial Customers – These customers have average water utilization of less
 135 than 300,000 gallons in a quarter.

136
 137 Commercial Customers – These customers have average water utilization of 300,000 gallons to 600,000
 138 gallons per quarter.

139
 140 Large Commercial/Industrial – These customers have average water utilization over 600,000 gallons per
 141 quarter.

142

143 Average Water Utilization Per Quarter – This will be based on annual consumption divided by 4 to get
144 average quarterly water utilization.

145
146 C. Calculation of Bills:

147 For Residential and Small Commercial Customers – The minimum charge for both water and sewer will
148 apply if water service is turned on at the water meter and usage is 0-6,000 gallons per quarter. Only the
149 City can turn a meter on and off. For usage of 7,000 gallons and above, the commodity charge will be
150 applied for each 1,000 gallons used and the minimum charge will not be applied.

151
152 For Commercial and Large Commercial/Industrial Customers – Every quarterly bill will receive a
153 customer charge for both water and sewer. Then for each thousand gallons used the appropriate
154 commodity charge will be applied.

155
156 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
157 **SALISBURY**, as follows:

158
159 **Section 2.** It is the intention of the Mayor and Council of the City of Salisbury that each provision
160 of this Ordinance shall be deemed independent of all other provisions herein.

161
162 **Section 3.** It is further the intention of the Mayor and Council of the City of Salisbury that if any
163 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid,
164 unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication
165 shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other
166 provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

167
168 **Section 4.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if
169 such recitals were specifically set forth at length in this Section 4.

170
171 **Section 5.** This Ordinance shall become effective for all bills dated October 1, 2025 and thereafter.

172
173 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City
174 of Salisbury held on the 12 day of May, 2025 and thereafter, a statement of the substance of the
175 Ordinance having been published as required by law, in the meantime, was finally passed by the Council
176 of the City of Salisbury on the _____ day of _____, 2025.

177
178 **ATTEST:**

179
180 _____
181 **Julie A. English, City Clerk**

182 _____
183 **D’Shawn M. Doughty,**
184 **City Council President**

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

186
187 _____
188 **Randolph J. Taylor, Mayor**



City of Salisbury

Memo

To: Andy Kitzrow, City Administrator
From: Sandy Green, Director of Finance
Date: April 30, 2025
Subject: FY2026 Fee Ordinance

FY2026 Budget Ordinance which sets the various fees for the City of Salisbury.

Attachment(s):
[Ord2937 FY26 Fee Schedule Ordinance](#)

46 of the Ordinance having been published as required by law, in the meantime, was finally passed
47 by the Council of the City of Salisbury on the ____ day of June, 2025.

48
49

50 **ATTEST:**

51
52

53 _____
54 Julie A. English, City Clerk

53 _____
54 D'Shawn M. Doughty,
55 City Council President

56
57

58
59 APPROVED BY ME THIS _____ day of _____, 2025.

60
61

62 _____
Randolph J. Taylor, Mayor

FY2026 Fee Schedule

Licenses			
Alarm Company	80	Per year, Per Code 8.040.30	Police Dept
Amusement		Per Code 5.24.020	Finance
1-5 Machines	500	Per year	
60-10 Machines	665	Per year	
11-15 Machines	830	Per year	
Greater than 15 machines	1500	Per year	
Billboard License	.55	Per year, per square foot	Finance
Transient Merchants and Mobile Vendors		Per Code 5.32.070	Arts, Business, & Culture
New Application	100		
Renewal	50	Per year	
Hotel License	50	Per Code 5.68.060	Arts, Business, & Culture
Fortune Telling License	100		Arts, Business, & Culture
Door to Door Solicitors	100	Per year, plus cost of background check, Per Code 5.34.070	City Clerk
Pool Table		Per Code 5.48.020	Finance
1	10	Each	
Additional tables over 1	5	Each	
Restaurant	80	Per year, Per Code 5.52.060	Finance
Theatre	75	Per year, Per code 5.60.040	Police Dept.
Towing Company		Per Code 5.64.030	Police Dept
Application Fee	80		
License	80		

Rental Fees (Arts, Business, & Culture Department) *moved from Field Operations			
Outdoor Rental Space			
Park Pavilion (without restrooms)	75		Per day
Park Pavilion (with restrooms)	100		Per day
Amphitheater	175		Per day
Riverwalk Games Park	175		Per day
Unity Square	<u>250</u>		<u>Per day</u>
Street	100		Per day
Additional Street	50		Per day
City Park, designated park area or amenity not listed	50		Per day
Ball field/Basketball or Tennis Court without lights	10		Per hour

Ball field/Basketball or Tennis Court with lights	40	Per hour
5K Race	150	Per day
Personnel for Rentals		
Site Supervisor	30	Per hour
Maintenance Labor	25	Per hour
Security/Police/EMS/FIRE	60	Per person, Per hour (3 hours minimum)
Supplies & Equipment Rental		
Maintenance supplies (as required)	Varies	
Sports Equipment	Varies	
Additional trashcans—Events over 200 people require additional trashcans, recycle or compost bin, and a recycling plan	10	Per container
Traffic Control		
Hard stop dump truck/other	100	Per day
Digital Message Board	100	Per day
Street Barricades	10	Each per day
Cones	1	Each per day
Traffic Control Sign	10	Each per day
<u>Zoo</u>		
<u>Holly Circle Stage</u>	<u>100</u>	<u>Per day during operating hours</u>
<u>Education Center</u>	<u>200</u>	<u>Per day during operating hours</u>
<u>Lawn/Stage/Pavilion</u>	<u>250</u>	<u>Per day during operating hours</u>
<u>Whole Zoo (November-March)</u>	<u>800</u>	<u>Per day (closed to the public)</u>
<u>Whole Zoo (April-October)</u>	<u>1500</u>	<u>Per day (closed to the public)</u>
<u>Electrical Labor</u>	<u>50</u>	<u>Per hour</u>
<u>Electric—Single 110v outlet</u>	<u>25</u>	<u>Each</u>
<u>Electric—Single 20 amp or above</u>	<u>100</u>	<u>Each</u>
<u>Special exemption fee</u>	<u>25</u>	<u>Per special exemption</u>

Miscellaneous Fees (Arts, Business & Culture Department) *formerly Business Development		
Food Truck Pad Rental	50	Per month
Trolley		
Private event or for-profit business	150	Per hour
Non-profit or government entity	125	Per hour

Miscellaneous Fees (Finance)		
Return Check Fee	40	

MPIA Request (All Departments except Fire & Police)		
First two hours processing request	waived	
Work exceeding two hours to process request		
Attorney fee (if applicable)	165 175	Per hour
City staff fee	Varies	

Miscellaneous Fees (City Clerk)		
Circus or Horsemanship event	75	Per day, Per code 5.44.010

Other exhibitions	5	Per day, Per code 5.44.010
Commercial Sound Truck Operation Fee	1	Per license
Filing Fee (Mayoral Candidates)	25	SC6-8
Filing Fee (City Council Candidates)	15	SC6-8
Bankruptcy, Fire, and Closeout sales		Per Code 5.16.010
Initial fee	5	Per month
Renewal fee	50	Per month

Miscellaneous Fees (Mayor's Office) *moved from Clerk's Office		
Financial Disclosure Statement Late Fee		Per Code 1.12.060
5 days or less late	20	Per day
Over 5 days late	10	Per day (\$250 max)

Landlord License, Rental Registration, and Other Miscellaneous Fees (Housing and Community Development Department)		
Landlord License Fee (1 st Year)		Per code 15.26.050
If paid within 60 days	120	
If paid between 61-150 days	185	
If paid after 150 days	315	
Landlord License Rental Unit Registration (1 st Year)		Per code 15.26.040
If paid within 60 days	120	Per unit
If paid between 61-150 days	185	Per unit
If paid after 150 days	315	Per unit
Landlord License Fee Renewal		Per code 15.26.060
If paid by March 1	75	Per year
If paid March 2-July 1	140	Per year
If paid after July 1	270	Per year
Landlord License-Rental Unit Registration Renewal		Per Code 15.026.060
If paid by March 1	75	Per unit, per year
If paid March 2-July 1	140	Per unit, per year
If paid after July 1	270	Per unit, per year
Short Term Landlord License Fee 1 st Year		Per code 15.26.041
If paid within 60 days	120	
If paid between 61-150 days	185	
If paid after 150 days	315	
Short Term Rental Unit Registration		Per code 15.26.041
If paid within 60 days	120	Per unit
If paid between 61-150 days	185	Per unit
If paid after 150 days	315	Per unit
Short Term Landlord License Fee Renewal		Per code 15.26.041
If paid by March 1	75	Per year
If paid March 2-July 1	140	Per year
If paid after July 1	270	Per year
Short Term Rental Unit Renewal		Per code 15.26.041
If paid by March 1	250 75	Per unit, per year
If paid March 2-July 1	490-140	Per unit, per year
If paid after July 1	970-270	Per unit, per year
Administrative fee for fines	100	
Foreclosed Property Registration	200	Per code 15.21.040
Re-Inspection fee	100	Per citation, Per code 15.27.030

Appeal Procedure Fees (Housing & Community Development Department)		
Title 8—Health & Safety Code Appeal	200	Per appeal, plus advertising cost if required
Title 12—Streets, Sidewalks, & Public Places Code Appeal	200	Per appeal, plus advertising cost if required
Title 15.22—Vacant Buildings Code Appeal	250	Per appeal, plus advertising cost if required
Title 15.26—Rental Registration	250	Per appeal, plus advertising cost if required
Title 15.27—Chronic Nuisance Property	250	Per appeal, plus advertising cost if required
Title 15.24.280—Condemnation	250	Per appeal, plus advertising cost if required
Title 15.24.325—Plan for Rehabilitation	250	Per appeal, plus advertising cost if required
Title 15.24.350—Failure to Comply with Demolition Order	250	Per appeal, plus advertising cost if required
Title 15.24.950—Occupancy	250	Per appeal, plus advertising cost if required
Title 15.24.1640—Order to Reduce Occupancy	250	Per appeal, plus advertising cost if required
Title 17—All requests for variances, special exceptions, and other zoning appeals	150	Per appeal/application, plus advertising cost if required
All other appeals/applications to the Board of Appeals	150	Per appeal/application, plus advertising cost if required

Rental Fees (Housing & Community Development Department)		
Community Centers		
Truitt Community Center--gymnasium	35	Per hour
Truitt Community Center—multi-purpose field	10	Per hour
Newton Community Center—whole building	40	Per hour
Newton Community Center—community room	<u>20</u>	<u>Per hour</u>
Newton Community Center—room 1	<u>10</u>	<u>Per hour</u>
Newton Community Center—room 2	<u>10</u>	<u>Per hour</u>

Vacant Building Fees (Housing & Community Development Department)		
Residential Vacant Building Registration	200	Per building, per code 15.22.040
Residential Vacant Building Inspection	100	Per year, per code 15.22.040
Residential Vacant Building Registration Renewal	200	Per year, per building, per code 15.22.040
Non-residential Vacant Building and Non-residential Vacant Lot Registration	500	Per building, per code 15.22.040
Non-residential Vacant Building Inspection	150	Per year, per code 15.22.040
Non-residential Vacant Building Registration Renewal	500	Per year, per building, per code 15.22.040

Waste Disposal Fees (Field Operations)		
Trash Service	73 77	Per quarter, per code 8.16.090
Bulk Trash Pick Up	30	For three items. Additional amounts for specific items. Per code 8.16.060
Trash Cans	80	Per can (plus 4.80 tax), per code 8.16.060

Miscellaneous Fees (Field Operations)		
Ceremonial Street Sign	250	Per sign

Port of Salisbury Marina Fees (Field Operations)		
--	--	--

Transient		
Slip fees based on size of vessel	1.05	Per foot, per day
Electric 30-amp service	6	Per day
Electric 50-amp service	12	Per day
Slip Rental—Monthly (Fees based on size of vessel)		
October-April	4.75	Per foot + electric
May-September	6.50	Per foot + electric
Slip Rental—Annual (annual rates are paid upfront, electric is billed monthly)		
Boats up to and including 30 feet long	1,450	Per year + electric
Boats more than 30 feet long	56	Per foot + electric
Fuel	.50	More per gallon than the City's cost per gallon purchase price
Electric Service (Fees per meter)		
Electric 30-amp service	36	Per month
Electric 50-amp service	60	Per month

Parking Permits and Fees (Field Operations)			
Parking Permits	Regular Rate	Non-Profit Rate	Per code 10.04.010
Lot 1—lower lot by library	55	41.25	Per month
Lot 4—behind City Center	55	41.25	Per month
Lot 5—Market St. & Rt. 13	55	41.25	Per month
Lot 7 & 13—off Garrettson Pl	30 35	22.50 26.25	Per month
Lot 10—near state building	55	41.25	Per month
Lot 11—behind library	55	41.25	Per month
Lot 12—beside Market St. Inn	55	41.25	Per month
Lot 16—by Avery Hall	55	41.25	Per month
Lot 30—by drawbridge	30 35	22.50 26.25	Per month
Lot 33—east of Brew River	30 35	22.50 26.25	Per month
Lot 35—west of Brew River	30 35	22.50 26.25	Per month
Lot SPS—St. Peters St.	55	41.25	Per month
E. Church St.	55	41.25	Per month
W. Church St.	55	41.25	Per month
Parking Garage	75	56.25	Per month
Student Housing Bulk Permits (30 or more)	35	-	Per month
Transient Parking			
Parking Garage	2		Per hour
<u>Parking Garage</u>	<u>10</u>		<u>Per day</u>
<u>—Pay Stations</u>	<u>2</u>		<u>Per hour</u>
<u>Automated Delinquent Notice</u>			
<u>Initial delinquent notice</u>	<u>1</u>		<u>Per notice + citation fee</u>
<u>30-day delinquent notice</u>	<u>1</u>		<u>Per notice + citation fee</u>
<u>60-day delinquent notice</u>	<u>1</u>		<u>Per notice + citation fee</u>

Automated Out of State Lookup	<u>1</u>	Per citation + 2.50 + any additional delinquent fees
Delinquent Notice		
<u>30-day</u>	<u>25</u>	Per notice
<u>60-day</u>	<u>50</u>	Per notice
Failure to Pay	<u>20</u>	Per citation
Miscellaneous Charges		Per code 40.04.010
— Replacement parking permit hang tag	5	Per tag
— Parking Permit late payment fee (+5 days)	5	Per occurrence
— New parking garage access card	10	Per card
— Replacement parking garage access card	10	Per card

Miscellaneous Water/Sewer Fees (Water Works)		
Water & Sewer Admin Fee (Late Charge)	50	Per occurrence, per code 13.08.040
Water Turn-On	80	Per occurrence, per code 13.08.040
Water Turn-On (after hours)	50	Per occurrence, per code 13.08.040
Water Meter Read	20 25	Per request, per code 13.08.030
Fire Service	746	Per year for each property, per code 13.08.050
Meter Test		
In City limits	40	Per request, per code 13.08.030
Outside City limits	50	Per request, per code 13.08.030
Water & Sewer Services		See Water Sewer Rate Ordinance, per code 13.08.130-13.12.090

Waste Water Treatment Plant Program Fees (Water Works)		
Significant Industrial Users		Per code 13.12.110
IA discharges flow \geq 5% of WWTP flow	8,700	30 units
IB discharges flow \geq 50,000 gpd	7,250	25 units
IC categorical user which discharges	5,800	20 units
ID discharges flow \geq 25,000 gpd	4,350	15 units
IE categorical user which does not discharge	2,900	10 units
Minor Industrial Users		Per code 13.12.110
IIA-1 discharges flow ³ 5,000 gpd or hospitals, campus	2,030	7 units
IIA-2 discharges flow ³ 5,000 gpd or light industry, hotels	1,450	5 units
IIB discharges flow ³ 1,000 gpd or fast food, large restaurants, large garages	580	2 units
IIC discharges flow 500-1,000 gpd or small restaurants, small garages	435	1.5 units
IID discharges flow ³ 500 gpd or restaurants that are carry out only (no fryer)	290	1 unit
IIE photographic processor which discharges silver-rich wastewater	290	1 unit
Pretreatment fees are an annual fee. Invoices are sent each January for calendar year.		

Meter, Hydrant & Tap Fees (Water Works)		
Temporary Connection to Fire Hydrant		Per code 13.08.120
Providing temporary/construction meter on a fire hydrant using City water	64.50	Per linear foot based on the area of the property and is the square root of the lot area, in sq. feet
In-City	40	Plus charge for water used per current in-City rate (\$10 minimum)

Out-of-City	50	Plus charge for water used per current out-of-City rate (\$10 minimum)
Hydrant Flow Test		Per code 13.08.030
In-City	125	Per request
Out-of-City	160	Per request
Fire Flush and Fire Pump Test (to perform hydrant flow tests and meter tests on ¾" and 1" meters)		Per code 13.08.030
In-City	125	Per request
Out-of-City	160	Per request
Meter Tests (to perform tests on ¾" and 1" meters)		Per Code 13.08.030
In-City	40	Per request
Out-of-City	50	Per request
Water Meter/Tap Fee & Sewer Connection Fee (if water and sewer services are installed by the City) Tap and connection fee amount is the actual cost of SPW labor and materials or per this fee schedule.		Per code 13.02.070
Water Tapping Fees: In-City		
¾" water meter	3,850	Per connection
1" water meter	4,160	Per connection
1 ½" water meter-- T-10 meter	5,810	Per connection
2" water meter—T-10 meter	6,200	Per connection
2" water meter—Tru Flo	7,320	Per connection
Water Tapping Fees: Out-of-City		
¾" water meter	4,810	Per connection
1" water meter	5,200	Per connection
1 ½" water meter—T-10 meter	7,265	Per connection
2" water meter—T-10 meter	7,750	Per connection
2" water meter—Tru Flo	9,155	Per connection
Sanitary Sewer Tapping Fees: In-City		
6" sewer tap	3,320	Per connection
8" sewer tap	3,380	Per connection
6" or 8" location & drawing fee	45	Per connection
Sanitary Sewer Tapping Fees: Out-of-City		
6" sewer tap	4,150	Per connection
8" sewer tap	4,225	Per connection
6" or 8" location & drawing fee	60	Per connection
Water Meter and Setting Fee (Water meter setting fee for installation of water meter when the tap is done by a contractor. Water meter fee is the cost of the meter.		Per Code 13.02.070
Meter Setting Fees: In-City		
¾" water meter	125	Per connection
1" water meter	125	Per connection
1 ½" water meter	150	Per connection
2" water meter	150	Per connection
Larger than 2" water meter	1,000	Per connection

Meter Setting Fees: Out-of-City		
¾" water meter	175	Per connection
1" water meter	175	Per connection
1 ½" water meter	200	Per connection
2" water meter	200	Per connection
Larger than 2" water meter	1,250	Per connection
Meter Fees		
¾" water meter	400	
1" water meter	500	
1 ½" water meter	*	Determined by current market price of meter
2" water meter	1,200	
Larger than 2" water meter	*	Determined by current market price of meter

Building Fees (Department of Infrastructure & Development)		
Building Plan Review Fees (residential, commercial, accessory)		Per code 15.04.030
Fees based on cost of construction:		
Up to \$3,000	50	Per plan
\$3,001 to \$100,000	90	Per plan
\$100,001 to \$500,000	250	Per plan
\$500,001 to 1,000,000	300	Per plan
\$1,000,001 and up	375	Per plan
Building Permit Fees (residential, commercial, accessory, fence)		Per code 15.04.030
Fees based on cost of construction:		
Up to \$3,000	50	Per permit
\$3,001-\$100,000	60	Per permit + (.0175 * cost of construction)
\$100,001-\$500,000	1,300	Per permit + \$10 for each \$1,000 over \$100,000
\$500,001 to \$100,000,000	4,900	Per permit + \$9 for each \$1,000 over \$500,000
\$100,001 and up	8,500	Per permit + \$7 for each \$1,000 over \$1,000,000
Other Building Fees		
Historic District Commission application	150	Per application
Board of Appeals application	150	Per application + advertising costs
Demo—residential	125	Per code 15.04.030
Demo—commercial	175	Per code 15.04.030
Gas	30	Plus \$10 per fixture, per code 15.04.030b
Grading	200	Per code 15.20.050
Maryland Home Builders Fund	50	Per new SFD
Mechanical	50	Per code 15.04.030
Occupancy inspection	75	Per code 15.04.030
Plumbing	30	\$10 per fixture (may vary), per code 15.04.030b
Sidewalk sign		Set by resolution, per code 12.40.020
Sidewalk café	50	Set by Ordinance 2106, per code 12.36.020

Sign	50	Per sign + \$1.50 per sq. ft. per code 17.216.238
Temporary sign	25	Per month, per code 17.216.238
Temporary trailer	25	Per month, per code 15.36.030b
Tent	40	Per code 15.04.030
Well	50	Per code 13.20.020
Zoning authorization letter	50	Per letter, per code 17.12.040
Re-inspection fee	50	More than two of any required inspection, per code 15.04.030
Adult entertainment permit application	100	Per code 17.166.020
Outdoor advertising structure fee	.50	Per square foot of sign surface area, per code 17.216.240
Notice of appeal/Sidewalk sign standard violation	100	Per appeal/violation, per code 12..40.040
Reconnection fee—renew temporary certificate of occupancy	25	Per code 13.08.100
Administrative fee—renew temporary certificate of occupancy	100	Per renewal
<u>Annexation Application Fee</u>	<u>500</u>	<u>Per application</u>
<u>Annexation Fees</u>		
For the first partial of one (1) acre	5,000	Per annexation + legal, planning, consulting, and other related administrative fees
Additional partial of full acre(s)	500	Per acre (no proration)
City attorney review	165 175	Per hour
<u>City staff review</u>	<u>45</u>	<u>Per hour</u>
<u>Planning Commission Fees</u>		
Comprehensive Development Plan review—non-residential	500	Plus \$10 per 1,000 sq.ft. Subsequent submittals, which generate additional comments may be charged an additional \$250
Comprehensive Development Plan review—residential	500	Plus \$10 per unit. Subsequent submittals, which generate additional comments, may be charged an additional \$250.
Certificate of Design/Site Plan review	250	Plus \$10 per unit/acre. Subsequent submittals, which generate additional comments, may be charged an additional \$250.
Paleo Channel/Well-head Protection Site Plan review	100	Per review
Re-zoning	500	+ \$15/acre and advertising costs
Text amendment	500	Per amendment + advertising costs
Critical Area Program		Ordinance 2578

Certificate of Compliance		Per code 12.20.110
Building permit	75	Per permit, Activities exempt per code 12.20.110f
Subdivision	200	In addition to standard fee
Site plans/Certificate of Design/Comprehensive Development Plan	100	In addition to standard fee
Re-subdivision	100	In addition to standard fee
Fee-In-Lieu	1.50	Per sq. ft. of mitigation area, per code 12.20.540
License to Encumber Program Fees		
Application—Installation of service line	75	Per application--\$25 per additional service line in project area, defined as ¼ mile radius from primary address
Application—Large boring project	125	Per application—includes up to 500 linear feet. \$50 for additional 250 linear feet above initial
Application—Large Open/Cut	250	Per application--Includes up to 500 linear feet. \$100 for additional 250 linear feet above initial
Application—Micro-Trenching Project	125	Per application--Includes up to 500 linear feet. \$50 additional 250 linear feet above initial
Application—Installation of new utility pole (excluding small cell facilities)	500	Per application
Application—Underground utility project replacing overhead utilities and removing utility poles	Waived	
License to Encumber Program Fees—Small Wireless Facilities		
Application	500	Per application--For up to five (5) small wireless facilities
Application—additional facilities	100	Per application—For each additional small wireless facility addressed in the application beyond initial five
Access to Right of Way	1000	Per each new small wireless facility pole
Annual fee for access to Right of Way	270	Per year, per each small wireless facility after year 1
Stormwater Utility		
Fee to maintain City stormwater facilities	30	Per year per Equivalent Residential Unit
Storm Water Utility Credit Application		
Fee to apply for credit to Stormwater Utility	150	Per application
Street Break Permit		
Permit for breaking City public streets and ways	50	Per break location
Install new or replace existing sidewalk--residential	50	
Install new or replace existing sidewalk--commercial	100	
Install new driveway—residential	150	
Install new driveway—commercial	300	
Excavate street or sidewalk to conduct maintenance of underground facilities	150	\$50 per additional “break” in project area
Excavate street or sidewalk to replace existing utility pole	250	\$100 per additional pole replace in project area
Excavate street or sidewalk to remove utility pole permanently	Waived	
Obstruction Permit		
		Per code 12.12.020

Permit for obstructing City public streets and ways	50	Per location
Dumpster—residential obstruction permit	50	Renewal fee of \$25 after 30 days
Dumpster—commercial obstruction permit	100	Renewal fee of \$50 after 30 days
Sidewalk closure	50	\$5/day over 30 days
Lane closure (including bike lanes)	100	\$10/day over 30 days
Street closure	250	\$25/day over 30 days
Street closure for block party or community event		Fee under ABCD—Outdoor Rental
Water and Sewer Connection Fee		Per code 13.02.070
Comprehensive connection charge of connection fee for the Developer's share in the equity of the existing utility system	3710	Per Equivalent Dwelling Unit (water—\$1925 and sewer--\$1785)
Water and Sewer Infrastructure Reimbursement Fee		Per code 13.02.070
Comprehensive connection charge for Infrastructure Reimbursement Fees is based on actual costs of water and sewer infrastructure installed by a Developer	Varies	Fee amount is project dependent. Infrastructure Reimbursement Fee is the prorated share of the cost of water and sewer mains based on a project's percentage of the capacity of the proposed infrastructure project.
Infrastructure Reimbursement Administrative Fee		Per code 13.02.090
Administrative fee assessed on Infrastructure Reimbursement Fee for processing	Varies	.1 percent of the Infrastructure Reimbursement Fee
Development Plan Review		
Development plans may consist of but are not limited to the following: stormwater management, grading, landscaping, lighting, site layout, traffic control, and utilities		
Fee for review of development plans	2000	Plus \$50/disturbed acre. Subsequent submittals, which generate additional comments may be charged an additional \$1000.
Fee for 2-year extension of approved development plan	Varies	10% of the original development plan fee
Third party review fee (outsourced)	160	Per hour. Subsequent submittals, which generate additional comments may be charged an additional \$160/hour.
Fee for review of development plans exempt from stormwater management under code 13.28.040(b)(3)	400	Per development plan
Water and Sewer Inspection Fee		Per Resolution No. 1341
Inspection of public water and sewer improvements		7.5% of the approved cost estimate for construction of proposed public water and sewer improvements
Public Works Agreement Recording Fee		
Recording fee for Public Works Agreements		
For 9 or less pages		Per Circuit Court Fee Schedule
For 10 or more pages		Per Circuit Court Fee Schedule
Stormwater Management As-Built Recording Fee		
Recording fee for Stormwater Management As-Built		Per Circuit Court Fee Schedule
Subdivision Review Fee		Per Ordinance No. 1536
Fee for subdivision review	200	
Re-subdivision Review Fee		Per Ordinance No. 1536
Fee for re-subdivision review	200	
Administrative fees for Connection Fee payment plans		Per Resolution No. 2029

Administrative fee for Connection Fee payment plans	25	
Maps and Copying Fees		
Black and white photocopying (small format)	.25	Per sq. ft.
Black and white photocopying (large format)	.50	Per sq. ft.
Color photocopying (small format)	1	Per sq. ft.
Color photocopying (large format)	2	Per sq. ft.

False Alarms, Infractions, Scofflaw, MPIA Fees (Fire and Police Departments)			
Animal Control			Police Department
First incident	100	Per incident	
2 nd incident	250	Per incident	
3 rd or more incidents	500	Per incident	
MPIA Requests			Police Department
First two hours processing request	Waived		
Work exceeding two hours			
Attorney Fee	165 175	Per hour	
-Records Tech City staff	40	Per hour	
Black and white copy of documents	.25	Per copy	
Digital medium production	15	Per unit produced	
False Police Alarms		Per code 8.040.050	Police Department
Based on number of incidents/calendar year			
First 2 incidents	0	Per incident	
3 rd incident	50	Per incident	
4 th incident	90	Per incident	
5 th or more incidents	130	Per incident	
False Fire Alarms		Per code 8.040.050	Fire Department
Based on number of incidents/calendar year			
First 2 incidents	0	Per incident	
3 rd incident	45 50	Per incident	
4 th incident	90 100	Per incident	
5 th or more incidents	135 150	Per incident	
Scofflaw			Police Department
Tow	135		
Storage	50		
Administrative fee	35		
Business administrative fee	30		

Towing Fees			
Maximum Towing and Storage Fees (vehicles up to 10,000 GVW)			
Police directed accident tow		425	
Disabled vehicle tow		135 150	
Emergency relocation tow (up to 2 miles)		100 150	Per code 5.64.100
Impound vehicle tow		135 150	
Standby/wait time (billed in 15-minute increments only after 16-minute wait)		75	Per hour
Winching (applies to vehicles that require righting, lifting, or returning to roadway from more than 20 feet off of roadway. Does not include pulling vehicle on to a rollback type truck. Billed in 15-minute increments)		110	Per hour

Additional Clean Up and Labor (approval of Chief of Police designee required prior to charging)	75	Per hour (billed in 15-minute increments after first 15 minutes)
Storage—Beginning at 12:01 am following the tow (includes vehicles stored at a facility under the control of and billed by the City of Salisbury)	50	Per calendar day or portion thereof, per code 5.64.120
Administrative fees (impounds only)	50	
Snow Emergency Plan in effect (in addition to other applicable towing fees)	50	
Release fee (after hours only, at tower's discretion). Normal business defined as Monday-Friday, 9 am-6 pm.	55	

EMS Services		
	Resident	Non-Resident
BLS Base Rate	950 1000	1050 1100
ALS1 Emergency Rate	1100 1500	1200-1600
ALS2 Emergency Rate	1300 1900	1400 2000
Mileage (per mile)	19 21	19 21
Oxygen	Bundle	Bundle
Spinal immobilization	Bundle	Bundle
BLS on-scene care	250	300
ALS on-scene care	550	650

Fire Prevention Fees	
Plan Review and Use & Occupancy Inspection	
Basic Fee—for all multi-family residential, commercial, industrial, and institutional occupancies—including, but not limited to new construction, tenant fit-out, remodeling, change in use and occupancy, and/or any other activity deemed appropriate by the City of Salisbury Department of Infrastructure & Development	60% of building permit fee \$125 minimum (not included—plan review and related inspection of specialized fire protection equipment as listed in the following sections) A 10% (\$75 minimum, \$250 maximum) deposit due at the time of submittal. The balance is due prior to issuing a building permit.
Expedited Fee—If the requesting party wants the plan review and inspection to be expedited (done within 3 business days)	25% of the basic fee \$300 minimum (in addition to the basic fee)
After-Hours Inspection Fee—If the requesting party wants an after-City business hours inspection	125 per hour
Request for information (RFI) Supplemental Instructions (SI) Review Fee—If it is determined by the Fire Marshal's Office staff that field approval of an RFI or SI is impractical and involves an amendment to the construction documents	85 per submittal
Site/Development Plan Review Fee—The review of site plans for all new commercial and industrial projects or new commercial, residential, or industrial developments. To ensure compliance with the Fire Prevention Code.	275 per submittal
Fire Protection Permit Fees	
Fire Alarm & Detection Systems—includes plan review and inspection of wiring, controls, alarm and detection equipment and related appurtenances needed to provide a complete system and the witnessing of one final acceptance test per system of the completed installation	
Fire Alarm System	100 Per system
Fire Alarm Control Panel	75 Per panel

Alarm Initiating Device	1.50	Per device
Alarm Notification Device	1.50	Per device
Fire Alarm Counter Permit	75	For additions and alterations to existing systems involving 4 or less notification/initiating devices
Sprinkler, Water Spray and Combined Sprinkler & Standpipe Systems—Includes review of shop drawings, system inspection and witnessing of one hydrostatic test, and one final acceptance test per floor or system		
NFPA 13 & 13R	1.50	Per sprinkler head (\$150 minimum)
NFPA 13D	125	Per dwelling
Sprinkler Counter Permit	75	For additions and alterations to existing systems involving less than 20 heads
Standpipe Systems—The fee applies to separate standpipe and hose systems installed in accordance with NFPA 14 standard for the installation of standpipe and hose systems as incorporated by reference in the State Fire Prevention Code (combined sprinkler systems and standpipe systems are included in the fee schedule prescribed for sprinkler systems) and applies to all piping associated with the standpipe system, including connection to a water supply, piping risers, laterals, Fire Department connections(s), dry or draft fire hydrants or suction connections, hose connections, piping joints and connections, and other related piping and appurtenances; includes plan review and inspection of all piping, control valves, connection and other related equipment and appurtenances needed to provide a complete system and the witnessing of one hydrostatic test, and one final acceptance test of the completed system.	50	Per linear feet of piping of portion thereof (\$150 minimum)
Fire Pumps & Water Storage Tanks—The fees include plan review and inspection of pump and all associated valves, piping, controllers, driver and other related equipment and appurtenances needed to provide a complete system and the witnessing of one pump acceptance test of the completed installation. Limited service pumps for residential sprinkler systems as permitted for NFPA 13D systems and water storage tanks for NFPA 13D systems are exempt.		
Fire Pumps	.50	Per gpm or rated pump capacity (\$150 minimum)
Fire Protection Water Tank	75	Per tank
Gaseous and Chemical Extinguishing Systems—applies to halon, carbon dioxide, dry chemical, wet chemical and other types of fixed automatic fire suppression systems which use a gas or chemical compound as the primary extinguishing agent. The fee includes plan review and inspection of all piping, controls, equipment and other appurtenances needed to provide a complete system in accordance with referenced NFPA standards and the witnessing of one performance or acceptance test per system of the completed installation.	150	Per system
Gas and Chemical Extinguishing System Counter Permit	75	To relocate system discharge heads
Foam System—The fee applies to fixed extinguishing systems which use a foaming agent to control or extinguish a fire in a flammable liquid installation, aircraft hangar and other recognized applications. The fee includes plan review and inspection of piping, controls, nozzles, equipment and other related appurtenances	75	Per nozzle or local applicator; plus \$1.50/sprinkler head for combined sprinkler/foam system (\$150 minimum)

needed to provide a complete system and the witnessing of one hydrostatic test and one final acceptance test of the completed installation		
Smoke Control Systems—This fee applies to smoke exhaust systems, stair pressurization systems, smoke control systems and other recognized air-handling systems which are specifically designed to exhaust or control smoke or create pressure zones to minimize the hazard of smoke spread due to fire. The fee includes plan review and inspection of system components and the witnessing of one performance acceptance test of the complete installation.	100	Per 30,000 cubic feet of volume or portion thereof or protected of controlled space (\$200 minimum)
Flammable and Combustible Liquid Storage Tanks—This includes review and one inspection of the tank and associated hardware, including dispensing equipment. Tanks used to provide fuel or heat of other utility services to a building are exempt.	.01	Per gallon of the maximum tank capacity (\$150 minimum)
Emergency Generators—Emergency generators that are a part of the fire/life safety system of a building or structure. Includes the review of the proposed use of the generator, fuel supply and witnessing one performance evaluation test.	150	
Permit Reinspection and Retest Fees		
1 st Reinspection and retest	75	
2 nd Reinspection and retest	150	
3 rd and subsequent reinspection and retest	200	
Fire Pump or Hydrant Flow Test—to perform any hydrant or fire pump flow test utilizing City water		
In-City	125	
Out-of-City	160	
Fire Service Water Mains and their Appurtenances—The fee includes the plan review and witnessing one hydrostatic test and one flush of private fire service mains and their appurtenance installed in accordance with NFPA 24: Standard for the Installation of Private Fire Service Mains and Their Appurtenances	100	Per linear feet or portion thereof; plus \$50/hydrant (\$150 minimum)
Permit Reinspection and Retest Fees		
1 st Reinspection or retest	75	
2 nd Reinspection or retest	150	
3 rd and subsequent reinspection or retest	200	
Consultation Fees—fees for technical assistance consultation	75	Per hour
Fire Safety Inspection—The following fees are not intended to be applied to inspections conducted in response to a specific complaint of an alleged Fire Code violation by an individual or governmental agency		
Assembly Occupancies (including outdoor festivals)		
Class A (>1000 persons)	350	
Class B (301-1000 persons)	235	
Class C (51-300 persons)	125	
Fairgrounds (≤ 9 buildings)	250	
Fairgrounds (≥ 10 buildings)	450	
Recalculation of occupant load	100	
Replacement or duplicate certificate	25	

Education Occupancies		
Elementary School (includes pre-K and K)	100	
Middle, Junior, and Senior High Schools	150	
Family and Group Day Care Homes	75	
Nursery or Day Care Centers	100	
Health Care Occupancies		
Ambulatory Health Care Centers	175	Per 3,000 sq. ft. or portion thereof
Hospitals, Nursing Homes, Limited Care Facilities, Domiciliary Care Homes	150	Per building plus \$2/patient bed
Detention and Correctional Occupancies	150	Per building plus \$2/bed
Residential		
Hotels and Motels	100	Per building plus \$/guest room
Dormitories	2	Per bed (100 minimum)
Apartments	150	Per building plus \$2/dwelling unit (200 minimum)
Lodging or Rooming House	125	Plus \$2/bed
Board of Care Home	125	Per building plus \$2/bed
Mercantile Occupancies		
Class A (> 30,000 sq. ft.)	250	
Class B (3,000 sq. ft. -30,000 sq. ft.)	150	
Class C (< 3,000 sq. ft.)	100	
Business Occupancies	100	Per 3,000 sq. ft. or portion thereof
Industrial or Storage Occupancies		
Low or Ordinary Hazard	100	Per 5,000 sq. ft. or portion thereof
High-Hazard	175	Per 5,000 sq. ft. or portion thereof
Common Areas of Multi-tenant Occupancies (i.e., shopping centers, high-rises, etc.)	55	Per 10,000 sq. ft. or portion thereof
Outside Storage of Combustible Materials (scrap tires, tree stumps, lumber, etc.)	150	Per acre or portion thereof
Outside storage of Flammable or Combustible Liquids (drums, tanks, etc.)	150	Per 5,000 sq. ft. or portion thereof
Marinas and Piers	150	Per facility plus \$1/slip
Mobile Vendor	55	Plus .56/mile for inspections outside of the City of Salisbury
Sidewalk Café	55	If not part of an occupancy inspection
Unclassified Inspection	100	Per hour or portion thereof
Fire Safety Reinspection—If more than one reinspection is required to assure that a previously identified Fire Code violation is corrected		
2 nd reinspection	125	
3 rd reinspection	200	
4 th and subsequent reinspection	275	

<u>High Rise Inspection</u>	<u>75</u>	<u>Plus the fee based on occupancy from above</u>
<u>Fire Safety Reinspection—If more than one reinspection is required to assure that a previously identified Fire Code violation is corrected</u>		
<u>2nd reinspection</u>	<u>125</u>	
<u>3rd reinspection</u>	<u>200</u>	
<u>4th and subsequent reinspection</u>	<u>275</u>	

Fire Protection Water Supply Fees		
Witnessing Fire Main Flush	75	
Witness Underground Water Main Hydrostatic Tests	75	
Fireworks Permit		
Fireworks Display—includes plan review and associated inspections for any fireworks display	450	
Sale of Consumer Fireworks		
Stand-alone tent, stand, or other commercial space predominately utilized for the sale of consumer fireworks	250	
Other commercial space predominantly utilized for the sale of goods other than consumer fireworks	125	
Hazardous Materials Use Permit		
<u>Light Use Facility—required for any substance, in accordance with Section 1.12.8 of NFPA 1: Fire Code, that does not otherwise require a General Use Facility or High Use Facility permit</u>		
<u>Initial Registration Fee</u>	<u>150</u>	
<u>Annual Registration Fee</u>	<u>100</u>	<u>Per year</u>
<u>Seasonal Pools Annual Registration</u>	<u>50</u>	<u>Per year when open less than 120 consecutive days/year</u>
<u>Pools</u>	<u>100</u>	<u>Per year when open more than 129 consecutive days/year</u>
<u>General Use Facility—required for extremely hazardous substances, as defined by 40 CFR part 355, that have a Threshold Planning Quantity (TPQ) of 10 pounds or less, that do not otherwise require a High Use Facility Permit</u>		
<u>Initial Registration Fee</u>	<u>300</u>	
<u>Annual Registration Fee</u>	<u>200</u>	
<u>Seasonal Pools Annual Registration</u>	<u>100</u>	<u>Per year when open less than 120 consecutive days/year</u>
<u>Pools</u>	<u>200</u>	<u>Per year when open more than 120 consecutive days/year</u>
<u>High Use Facility—required for hazardous chemicals identified in 40 CFR part 370, subject to the Threshold Planning Quantity (TPQ) where applicable therein</u>		
<u>Initial Registration Fee</u>	<u>600</u>	
<u>Annual Registration Fee</u>	<u>400</u>	<u>Per year</u>
<u>Seasonal Pools Annual Registration</u>	<u>200</u>	<u>Per year when open less than 120 consecutive days/year</u>
<u>Pools</u>	<u>400</u>	<u>Per year when open more than 120 consecutive days/year</u>

<u>Facility Classification Upgrade</u> —when a facility has a change in hazardous inventory that upgrades the facility classification, the balance of the initial registration fee for the new facility classification must be paid at the time the facility is registered under the new classification. If the upgraded facility classification occurs within 90 days before the annual registration date, the balance of the initial registration fee for the new classification is waived until the annual registration date.		
Fire Report Fees		
Third-party Fire Protection Report Processing Fee	25	Per submittal—collected by the third-party data collection agency/company
Operational Fire Report	25	To provide hard or electronic copies of operational fire reports